



**STATE OF TENNESSEE  
TREASURY DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR  
THIRD PARTY ADMINISTRATION FOR TORT, CIC, SAFE,  
AND EMIF PROGRAMS**

**RFP # 30901-47120**

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## 1. INTRODUCTION

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The State of Tennessee, Treasury Department, Division of Claims and Risk Management, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services. The State intends to secure a contract through this RFP for the provision of all of the below services currently being provided through the Treasury Department’s internal staff as well as the current third party administrator for automobile liability services in a bundled fashion.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

### 1.1.1. Statement of Procurement Purpose

The Division of Claims and Risk Management of the Tennessee State Treasury Department (Division) issues this Request for Proposal (RFP) for the purpose of procuring a Third Party Administrator (TPA) from the TPA community to assist and partner with the Division in performing TPA services for the State of Tennessee’s (1) Tort Program, (2) Criminal Injuries Compensation Program, (3) Sexual Assault Forensics Examination Program, and (4) the Electronic Monitoring Indigency Fund Program. It is the desire of the State to modernize its approach to the adjudication of such claims, utilize a framework of Best Practices, and create the appropriate outcome for the claimant regarding his/her situation and damages, based on fair standards and statutory provisions, at the least cost to the State of Tennessee (State). Respondents must provide responses that demonstrate how the Respondents’ services will be cost effective in improving customer service, timely resolution of a claim, technology, and overall claims adjusting. **Note:** A Respondent’s technical response must not include any pricing or cost information. See Section 3.1.1. of the RFP below. Instead, the cost of providing the services may only be in the Respondent’s Cost Proposal and must be recorded on an exact duplicate of RFP Attachment 6.3., Cost Proposal & Scoring Guide.

### 1.1.2. Tort Program:

The State is self-insured and the Division provides the administrative and operational framework for processing negligence claims filed against the State, which includes all State departments and agencies in the Executive Branch, Legislative Branch, Judicial Branch, the University of Tennessee System, the University of Memphis, Middle Tennessee State University, Tennessee State University, East Tennessee State University, Tennessee Technical University, Austin Peay University, and the Tennessee Board of Regents. A process is afforded to claimants who allege property damage and/or personal injury as a result of the alleged negligent act or omission of the State of Tennessee or one of its employees, and the claimant has the sole burden to file and prove such allegations, including any damages or injuries. State law specifies that a claim must be filed with the Division within the time provided by the statute of limitations applicable to similar occurrences from which the claim arose (for example, one year for bodily injury and three years for property damage). The Division must honor or deny a claim within ninety (90) days of receipt. While the authority to defend or otherwise settle such claims is exclusively held by the Tennessee Attorney General and Reporter, the Attorney General has delegated authority to the Division to process and settle claims with damages valued at \$50,000 or less. A claim valued over \$50,000 may also be settled by the Division upon obtaining the prior written approval of the Attorney General provided that the claim is settled for an amount no greater than \$100,000. Claims over \$100,000, or those involving complex legal matters, are handled by the Attorney General’s Office and are not be covered by this RFP. Likewise, the Attorney General’s Office would handle any claim, regardless of amount, on appeal.

The awarded TPA will be responsible for investigating, documenting and otherwise assisting the Division in the adjustment of certain tort claims or potential tort claims caused by the alleged

negligent act or omission of the State or a State employee (as defined in Section A.3.a(2) of the *Pro Forma* Contract (RFP Attachment 6.6)) while acting within the scope of employment. The current claims handling instructions for tort claims are contained in Contract Attachment 1 of the *Pro Forma* Contract (RFP Attachment 6.6). The specific types of torts are monetary claims against the State based on the acts or omissions of State employees falling within one (1) or more of the categories listed in Section A.3.a(1) of the *Pro Forma* Contract (RFP Attachment 6.6).

Attached to this RFP as RFP Attachment 6.7 is a chart that contains for the period from July 1, 2016 through June 30, 2019 the (i) total claims filed for each claim type that is covered by this RFP, (ii) number of claims filed by sub-type (property damage, bodily injury or both) for each claim type that is covered by this RFP and (iii) number of claims approved by a monetary range for each claim type that is covered by this RFP. Also attached to this RFP as RFP Attachment 6.8 is a spreadsheet that contains a brief description of the tort claims covered by this RFP for the five-year period from July 1, 2014 through June 30, 2019 that shows (i) the State agency or department involved, (ii) the location of the incident, (iii) the number of days it took to resolve the claim and (iv) other information concerning those claims that may be helpful in responding to this RFP.

**Note:** This RFP does NOT include first party claims, except as it pertains to employee property damage claims filed pursuant to Tenn. Code Ann. § 9-8-111.

In general, a high level description of the services requested from the TPA include:

- Desk Adjustment, which includes all communication with the State Employee, point of contact, potential or actual claimant(s), file handling to conclusion of all assignments made under the *Pro Forma* Contract (RFP Attachment 6.6.) that can be accomplished from the inside desk position. Repricing of medical bills to ensure the bills only cover treatment or medicines needed as a result of the injuries sustained in the incident.
- Appraisal of Vehicles from the field, which includes covering the outside inspection, appraisal, total loss workup, salvage value, and reaching an agreement on repair cost with the body shop that provides the repairs.
- Establishing and maintaining provider networks that include body shops, rental car services, etc. for the benefit of the State. It is expected that the third party administrator would enter into an agreement with each provider that sets forth the specific conditions and obligations required for the provider's participation in the network, including the rates the provider may charge potential or actual claimants for services, parts and/or supplies. The third party administrator would be responsible for provider compliance with the rates by repricing all billings and for monitoring all providers to assure they provide potential and actual claimants with quality service.
- Outside Field Investigations, which include securing recorded statements from claimants, witnesses, State Employee(s); scene investigations; procuring police reports, fire reports, and photographs of scene of accident/incident; and all that is required and/or necessary to establish who was at fault for the accident/incident.
- Other Investigative Services such as electronic surveillance, investigator in person surveillance, social media search, medical canvassing, pharmacy canvassing, lawsuit canvassing, accident reconstructions, activity checks, and other available investigative tools/technology that could be used in reducing the liability of a claim, if applicable.
- Subrogation, which includes identifying subrogation opportunity, and providing the investigation information to support the subrogation efforts and placing the other parties on notice. **Note:** Any legal actions brought by the State to enforce subrogation is NOT included in this RFP. Instead, those actions will be handled by the Tennessee Attorney General's Office.

- Providing instructions to potential claimants on how to file a claim with the State.
- Providing a reporting call center, which will be available 24 hours per day, 7 days per week, that will accept initial reporting of a tort claim or tort incident for both first party and third party claims against the State. Other than claims for employee property damage made pursuant to Tenn. Code Ann. § 9-8-111, all first party claims will be forwarded by the TPA via e-mail or other mutually agreeable means to the respective State department for which the employee works.

#### **1.1.3. Criminal Injuries Compensation Program and Sexual Assault Forensic Exam Reimbursement Program:**

The Criminal Injuries Compensation Fund ("CICF") is administered by the Tennessee Department of Treasury, which is a fund separate from the Risk Management Fund. There are two distinct program areas relative to the CICF's operations: the Criminal Injuries Compensation (CIC) Program and the Sexual Assault Forensic Exam (SAFE) Reimbursement Program.

The CICF is comprised of moneys from the following sources: Criminal Injuries Compensation taxes and fees collected from criminal defendants, bond forfeitures in felony cases, litigation taxes, parole and probation fees, gambling confiscations, interest income, juror fee donations, and a federal grant. Nearly all State revenue is collected through the Tennessee courts by/through the Tennessee Department of Revenue or Probation and Parole. These revenues are seen monthly or quarterly.

The Division applies annually for a Victims of Crime Act grant on behalf of the Programs through the U.S. Department of Justice. A program may apply for reimbursement of 60% of the eligible state expenditures for the federal fiscal year reported. The grant is awarded if the program's grant application is received timely and the program has met and complied with the federal requirements of the Victims of Crime Act of 1982 and any other federal requirements. Once the grant is approved, the program must expend State CICF funds equivalent to the grant amount before it can request the granted amount be transferred to the CICF. This is generally approved, accepted and received annually within approximately one and half to two years after the year of the expended funds for which it was approved. The CICF is a dedicated fund that covers its claims expenditures and administrative expenses for activities directly related to administration of the CIC and SAFE programs. However, the Division does not claim administrative expensive dollars from the grant or on the claims themselves. Financial expenditure tracking includes expense types for payments made to or on behalf of the claimant. Consequently, the TPA selected to provide the services must (i) maintain precise records of claims and decisions for federal and state audits and (ii) obtain subrogation on CIC claims when applicable. The types of subrogation efforts are discussed in more detail below. The TPA will not be responsible for drafting or otherwise submitting the paperwork for the grant; however, the Division contemplates the TPA running the necessary reports to assist the Division in drafting the paperwork.

##### **1.1.3.1 Criminal Injuries Compensation (CIC) Program:**

The CIC program was created by statute and is designed to assist qualifying claimants by paying their eligible out-of-pocket expenses incurred as the direct result of personal injuries sustained by a violate crime (e.g., homicide, assault, etc.) where the claimant has no other source from which to pay or otherwise obtain reimbursement of the expenses. In other words, the CICF is a fund of last resort. Examples of such sources include, but are not limited to, health insurance, auto insurance, life/burial insurance, sick/vacation pay, workers' compensation, court-ordered restitution, donations and home-owner's insurance. The governing law for this program is found in Tenn. Code Ann., Title 29, Chapter 13, Part 1. The mission of the Division is to invest in the well-being of Tennesseans, and the Criminal Injuries Compensation is one way we hope to do so through the increased services, technology, and partnership we desire to establish with a TPA.

The CIC program provides financial assistance to defray the costs of medical expenses, loss of wages, funeral and burial expenses, loss of support, impairment and other eligible losses incurred by an innocent victim of a violent crime, or other qualifying claimants, as a result of personal injury or death to the victim. Other qualifying claimants are described in Section A.4.c of the *Pro Forma* Contract (RFP Attachment 6.6). Additionally, a claimant must meet the following conditions to be eligible for compensation:

- The crime must be reported to authorities within 48 hours unless the victim is a minor or there is good cause.
- The crime must have happened in Tennessee, unless the victim was a resident of Tennessee at the time the crime or act occurred and the claimant's request for compensation from the state in which the crime or act occurred is not honored.
- The victim's actions cannot contribute to the crime.
- The victim/claimant must fully cooperate with police and efforts to prosecute.
- A claim must be filed within one year of the date of the crime or death, unless there is good cause. An adult who was victimized as a minor, or who lost financial support as a minor due to the death of a victim, may file on his/her behalf until he/she reaches age 19.

The successful respondent will be responsible for investigating, documenting and otherwise assisting the Division in the adjustment of CIC claims. All of these claims will be desk adjusted only. Once a claim for compensation is filed, the successful respondent will be responsible for accurately reviewing, assessing and determining eligibility and, if eligible, the compensation to be paid and to whom it should be paid. Eligible payments are issued promptly and are payable to (i) a service provider if the approved expense is unpaid, (ii) to the victim/claimant for out-of-pocket eligible losses and (iii), if applicable, to the claimant's attorney. Currently, the overall cumulative maximum compensation for a victim and/or other eligible persons is \$32,000 plus any applicable attorney's fees, although the maximum is subject to change. This amount must be shared by one or more claimants filing as a result of a death or an injury to a victim of a crime on a certain date. The statute also caps certain types of expenses.

The successful respondent will also be responsible for identifying subrogation opportunity and providing the investigation information to support the subrogation efforts and placing the other parties on notice of the State's right to subrogation. **However**, any legal actions brought by the State to enforce subrogation are not a part of this RFP. Instead, those legal actions will be handled by the Tennessee Attorney General's Office. All of CIC claims have a potential for subrogation recovery, but less than 5% of the claimants pursue a civil claim against the offender for which the CIC fund would be entitled to a subrogation recovery.

The current claims handling instructions for Criminal Injuries Compensation claims are contained in Contract Attachment 2 of the *Pro Forma* Contract (RFP Attachment 6.6). Also attached to this RFP as RFP Attachment 6.8 is a claims processing complexity matrix, which provides for fiscal year 2019 (i) the basic frequency filed rankings of the various CIC claim types, (ii) number of claims filed, (iii) caseload percentage, (iv) estimated number approved annually, and (v) basic information on the complexity of the claims.

#### 1.1.3.2 Sexual Assault Forensic Examine (SAFE) Program:

The SAFE Program provides reimbursement to a facility that performs sexual assault forensic exams on victims of certain sexually oriented crimes. Facilities must bill the Fund, not the victim, and cannot seek any additional payment from the victim after payment by the Fund. Tenn. Code Ann. § 29-13-118 provides that victims of certain sexually-oriented crimes shall be entitled to forensic medical examinations without charge. Claims for forensic medical examinations may include services provided for a sexually-oriented crime by any of the facilities described in Section A.5.b of the *Pro Forma* Contract (RFP Attachment 6.6). Services may include those directly related to the collection of forensic materials for evidentiary purposes. Examination expenses may include the expenses listed in Section A.5.b. of the *Pro Forma* Contract (RFP Attachment 6.6).

Payment requests for exams arising from crimes occurring outside Tennessee cannot be considered if that state has a forensic exam payment program which would pay any part of the expense.

The SAFE program receives approximately 2,500 to 2,700 claims per year. Additional services would include maintaining precise records of claims and decisions for federal and state audits. The SAFE Program averages are:

Range	FY	Filed	Estimate Paid*	Range Median
	2019	2,719	2,225,179.89	
	2018	2,666	2,241,419.79	
	2017	2,355	1,958,475.61	
	2016	2,804	2,110,152.13	
	2015	2,461	1,351,653.90	
<b>FY 17 - 19</b>	<b>3 yr. average</b>	<b>2,580</b>	<b>2,141,691.76</b>	<b>Median 2666</b>
<b>FY 15 - 19</b>	<b>5 yr. average</b>	<b>2,601</b>	<b>1,977,376.26</b>	<b>Median 2666</b>
*Unreconciled				

The successful respondent will handle these claims from the point of filing by a facility and adjudicate all aspects of the claim pursuant to the claims handling instructions contained in Contract Attachment 3 of the *Pro Forma* Contract (RFP Attachment 6.6). All of these claims will be desk adjusted only. Subrogation activities do NOT apply to SAFE claims.

#### 1.1.4. Electronic Monitoring Indigency Fund:

The Electronic Monitoring Indigency Fund ("EMIF"), formerly known as the DUI Monitoring Fund and the Interlock Assistance Fund, provides reimbursement to eligible individuals or entities engaged in the business of leasing, purchasing, installing, maintaining and removing devices ("Providers") used by qualifying indigent offenders ("Participants") who have been ordered by a Court or other authority to use such a device. The devices may include those that detect and report alcohol and drug use, as well as the location of the device wearer. The reimbursable services are described in Section A.6.b of the *Pro Forma* Contract (RFP Attachment 6.6).

The first step in submitting a claim for reimbursement is for the Provider to provide the Division with the following information no later than 90 calendar days after the device has been ordered by the court: (i) the court order requiring the device; (ii) the affidavit of indigency; (iii) an attestation from the Provider for each claim indicating that the charges contained in the claim are true and accurate and do not contain duplicate claims or charges previously submitted to the Division for reimbursement; and (iv) any other documentation requested by the Division to determine eligibility. The invoices must be submitted to the Division no later than 180 calendar days from the date of service.

The claim is then assessed by the Division and eligibility determined. If determined eligible, the Provider is permitted to bill the Fund monthly until the device usage has concluded. Certain monetary limits apply depending on the device; however, all Providers are currently limited to reimbursement of \$200 per month per device for the Provider's services. Once the Division receives the information to process a request for reimbursement, the Division makes eligible payments promptly. The Division makes every effort to approve or deny a claim within 90 days after all required information is received by the Division. The current claims handling instructions for EMIF claims are contained in Contract Attachment 4 of the *Pro Forma Contract* (RFP Attachment 6.6).

The EMIF program receives submissions on approximately 2,000 new Participants per year, as well as over 9,000 invoices per year. This program is growing year after year. Below are the averages and estimates for the EMIF program from July 1, 2017 – June 30, 2019:

FY	Claims/Invoices	% Change From Prior Year	Estimate Paid*
2019	9,728	27%	\$1,066,055.83
2018	7,632	62%	\$832,287.44
2017	4,697		\$250,284.72
<b>3 year average</b>	<b>7,352</b>		<b>\$713,209.33</b>
*From Accounting, but unreconciled.			
<b>Estimate for FY 2020</b>	16,200	67%	\$1,600,000.00

The primary source of funding for the EMIF is a fee assessed against drunk drivers. Of this \$40.00 fee, the EMIF receives \$30.50. The funding stream also includes the potential for fees assessed in drunk driver boating cases and domestic violence cases, but no revenue is coming in from these sources yet. Most recently, the General Assembly has approved appropriations to continue operations.

The successful respondent will be responsible for investigating, documenting and otherwise assisting the Division in the adjustment of EMIF claims. All of these claims will be desk adjusted only. The TPA will not oversee audit activities relating to counties participating in the EMIF structure or the financial reporting piece of the structure regarding their participation status or spend. The Division will continue to perform those functions.

#### 1.1.5 Risk Management Information System:

The State uses Origami as its Risk Management Information System (RMIS) for all claims covered by the RFP. For the tort services described in Section 1.1.2 of the RFP above, the TPA must electronically interface the TPA's system with Origami to download on a daily basis all claims data including all claims-related investigative documents. The TPA will be responsible for paying the associated interface costs charged by Origami. **Note:** The cost of the interface will be a one-time charge, which will include takeover claims and setup for the daily load. The State will pay Origami for the interface, but the successful Respondent must reimburse the State within 60 calendar days of the State's payment to Origami. Depending on the complexity of the interface, Origami has estimated the cost to range from \$15,000 to \$30,000.

However, the TPA must use Origami as its system to enter on a real-time basis all claims data including all claims-related investigative documents relative to CIC, SAFE and EMIF claims. The TPA will be responsible for paying the associated license charged by Origami. The cost for each license is \$225 per user per month. The cost of the user licenses for the TPA to access Origami will be deducted from the compensable payable by the State to the TPA as provided in Section C.3.d of the *Pro Forma Contract* (RFP Attachment 6.6).

#### 1.1.6 Payments of Approved Claims:

The TPA will issue payments for all approved tort claims in the form of checks and/or Automated Clearing House (ACH) electronic funds transfer (or such other electronic funds transfer method as mutually agreed to by the parties) against the TPA's own bank account, and will issue all related Internal Revenue Service Form 1099 reports, submit required 1099 information directly to the IRS and maintain responsibility in matters relating to such information provided to payees and to the IRS as provided for in Section A.3.i.(4) of the *Pro Forma* Contract (RFP Attachment 6.6). The TPA will use the Origami workflows to cause payments to be issued by the State through the State's Edison system for all approved CIC, SAFE and EMIF claims.

#### 1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

#### 1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### 1.4. **RFP Communications**

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 30901-47120**

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Dawn Rochelle  
Telephone: 615-253-8770  
Email: Dawn.Rochelle@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit



<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and

- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

MaryJo Price  
Chief Operating Officer and Interim Director of Human Resources  
Telephone: (615) 532-0909  
Email: maryjo.price @tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events. Any written questions or comments must be e-mailed to the Solicitation Coordinator at [dawn.rochelle@tn.gov](mailto:dawn.rochelle@tn.gov).
- 1.4.5. Respondents must assume the risk of dispatching any communication or response to the State. The State assumes no responsibility for delays in the State's receipt of any communication or response from Respondents due to technical or other filing delays
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State will convey official, written responses and communications related to this RFP through electronic mail to the prospective Respondents from whom the State has received a Notice of Intent to Respond. The State may also convey such communications by Internet posting. For internet posting, please refer to the following website:  
<https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

#### **1.5. Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

#### **1.6. Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

#### 1.7. **Pre-Response Teleconference**

A Pre-response Teleconference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Teleconference attendance is not mandatory.

To participate in the teleconference, contact the Solicitation Coordinator, Dawn Rochelle, at (615) 253-8770 or via e-mail at [Dawn.Rochelle@tn.gov](mailto:Dawn.Rochelle@tn.gov) for further instructions.

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Teleconference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

#### 1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail. Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

#### 1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. Respondents should be mindful of any potential delays due to technical or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		August 3, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	August 6, 2020
3. Pre-response Teleconference	10:00 a.m.	August 11, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 12, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 19, 2020
6. State Response to Written "Questions & Comments"		September 1, 2020
7. Technical Response Deadline	2:00 p.m.	September 15, 2020
8. State Completion of Technical Response Evaluations		September 28, 2020
9. State Schedules Respondent Oral Presentations (Respondent Finalists Only)		September 29, 2020
10. Cost Proposal Deadline (Respondent Finalists Only)	2:00 p.m.	October 16, 2020
11. Respondent Oral Presentation (Respondent Finalists Only)	8:00 a.m. - 4:30 p.m.	October 12 – 16, 2020
12. State Opening & Scoring of Cost Proposals (Respondent Finalists Only)		October 19, 2020
13. Negotiations (Optional to the State)		October 20 – 22, 2020
14. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		October 27, 2020
15. End of Open File Period		November 3, 2020
16. State sends contract to Contractor for signature		November 4, 2020
17. Contractor Signature Deadline	2:00 p.m.	November 10, 2020

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

### 3. RESPONSE REQUIREMENTS

#### 3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal (the Cost Proposal will be submitted by Respondent Finalists Only. Refer to the Schedule of Events above).

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.**

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.**

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal. An electronic or facsimile signature, as applicable, is acceptable.

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. Technical Response:

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

**"RFP # 30901-47120 TECHNICAL RESPONSE ORIGINAL"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17,

- 3.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

**"RFP # 30901-47120 COST PROPOSAL ORIGINAL"**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable

- 3.2.3. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The Response must be delivered to the Solicitation Coordinator via e-mail at dawn.rochelle@tn.gov. In the event a Respondent's Response with all attachments and supporting documentation will exceed 15 megabytes in total, the Respondent must place the documents in a zip file or make two or more submissions such that the documents per e-mail submission do not exceed 15 megabytes.

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
  - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
  - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

#### 3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### 3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an

authorized Respondent representative to the Solicitation Coordinator via e-mail at dawn.rochelle@tn.gov. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

**3.6. Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.**

**3.7. Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

#### 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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##### 4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

##### 4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

##### 4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

##### 4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

##### 4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.



#### **4.6. Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

#### **4.7. Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
<https://tntap.tn.gov/eservices/#1>

#### **4.8. Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

#### **4.9. Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### 4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

#### 4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

#### 4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

#### 4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

## 5. EVALUATION & CONTRACT AWARD

### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>5</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>55</b>
<b>Oral Presentations – RESPONDENT FINALISTS ONLY</b> (refer to RFP Attachment 6.2., Section D)	<b>10</b>
<b>Cost Proposal – RESPONDENT FINALISTS ONLY</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
  - a. the response adequately meets RFP requirements for further evaluation;
  - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
  - c. the State will determine the response to be non-responsive to the RFP and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite the top three (3) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.). In the event of a tie score in the top three rankings, the Solicitation Coordinator will identify all responsive and responsible Respondents that received those scores. The Solicitation Coordinator will then notify each such Respondent (“Respondents Finalist”) that (i) it is to submit a Cost Proposal at the time and date specified in the RFP Schedule of Events and in the manner as provided in RFP Section 3.2 above, and (ii) will invite each Respondent Finalist to make an oral presentation. The presentation shall be conducted remotely via web conference, hosted by the Respondent. The Respondent must provide a hard copy of its presentation materials to the Solicitation Coordinator the day before the Respondent’s presentation.
  - 5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent’s schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
  - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
  - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
  - 5.2.1.5.4. The State will maintain an accurate record of each Respondent’s oral presentation session. The record of the Respondent’s oral presentation shall be available for review when the State opens the procurement files for public inspection.
  - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
  - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent’s Technical Response section

- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications.** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

### 5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.**

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP ATTACHMENT 6.1.****RFP # 30901-47120 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.). An electronic or facsimile signature, as applicable, is acceptable.

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:**

---

**PRINTED NAME & TITLE:**

---

**DATE:**

---

**RESPONDENT LEGAL ENTITY  
NAME:**

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## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	<b>A.4.</b>	Provide a statement that if awarded a contract under this RFP, the Respondent's field investigators will be on site of a tort related accident/incident within two (2) hours of notification of the accident/incident if it is determined by the Respondent that a field investigator is necessary or desirable for particular accident/incident.	



## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.5.</b>	Provide a statement that if awarded a contract under this RFP, first contact with a potential tort claimant will be made by the Respondent through whatever means necessary (phone, email) within twenty-four (24) hours of the Respondent's (i) notification of an accident/incident provided the Respondent has an email address or phone number of the potential claimant, or (ii) receipt of an incident report requesting the Respondent to investigate the incident, whichever is earlier.	
	<b>A.6.</b>	Provide a statement that if awarded a contract under this RFP, the Respondent will utilize, at its expense, the latest version of Mitchell Estimating Software.	
	<b>A.7.</b>	<p>The State uses Origami as its Risk Management Information System (RMIS) for all claims covered by the RFP.</p> <p>a. Provide a statement that if awarded a contract under this RFP, the Respondent will for the tort claims electronically interface the Respondent's system with Origami to download on a daily basis all claims data including all claims-related investigative documents, and will be responsible for paying the associated interface costs charged by Origami.</p> <p>b. Provide a statement that if awarded a contract pursuant to this RFP, the Respondent will use Origami as its system to enter on a real-time basis all claims data including all claims-related investigative documents and notes relative to CIC, SAFE and EMIF claims, and will be responsible for paying the associated license fees charged by Origami.</p> <p>Note: The cost of the interface will be a one-time charge, which will include takeover claims and setup for the daily load. The State will pay Origami for the interface, but the successful Respondent must reimburse the State within 60 calendar days of the State's payment to Origami. Depending on the complexity of the interface, Origami has estimated the cost to range from \$15,000 to \$30,000. The cost of the user licenses for the Respondent to access Origami will be deducted from the compensation payable by the State to successful Respondent as provided for in Section C.3.d. of the <i>Pro Forma</i> Contract. The cost for each license is \$225 per user per month.</p>	
	<b>A.8.</b>	<p>The Respondent must currently adjudicate at least 50,000 tort claims per year. Provide the following information on a sufficient number of companies for which you handle tort claims to establish that you meet this requirement:</p> <ul style="list-style-type: none"> <li>• name of company (or companies);</li> <li>• total number of claims handled for each company;</li> <li>• a contact name for each company.</li> </ul>	
	<b>A.9.</b>	Provide a statement that if awarded a contract pursuant to this RFP, the Respondent will have a Statement on Standards for Attestation Engagement No. 16 (SSAE16 or SOC1 and/or the SSAE16 SOC2), Type II independent service auditor's report prepared on at least an annual basis for its service organization, and provide copies of each such report to the State as provided for in Section A.14 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).	

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.10.</b>	Provide a statement that if awarded a contract pursuant to this RFP, the Respondent will have a Reporting Call Center available 24 hours per day, 7 days per week as provided in Section A.3.b(8) of the <i>Pro Forma Contract</i> (RFP Attachment 6.6) for all tort claims for the State of Tennessee.	
	<b>A.11.</b>	Provide a statement that the claims adjusters for tort, CIC, SAFE, and EMIF who will be assigned to any contract awarded pursuant to this RFP shall maintain office hours from 7:00 a.m. CS(D)T until 5:00 p.m. CS(D)T of each day except Saturdays, Sundays and legal holidays on which State offices are closed.	
	<b>A.12.</b>	Provide a statement that, if determined to be the best evaluated Respondent, the Respondent agrees to host an onsite visit(s) of its office(s) by the State for the purpose of verifying any of the representations made by the Respondent in its proposal. The onsite review(s) may include, but is not limited to, business office(s) and contracting, medical and bill repricing, settlement proposal review and customer service operations.	
	<b>A.13.</b>	Provide a statement that in the event of a disaster and/or pandemic that affects the Respondent's primary claims office(s), the Respondent will resume services to the State and to the claimants as required in Section E.3.d of the <i>Pro Forma Contract</i> (Attachment 6.6).	
	<b>A.14.</b>	Provide a statement that, on the date of the proposal submission, each sub-contractor and required services included within the Respondent's proposed network(s) is either:  a. under contract with the Respondent and currently participating as a provider in the Respondent's network and service operations; or  b. under contract with the Respondent in which the provider commits to participate in the Respondent's network or service operations, the contract being contingent solely on the Respondent being awarded a contract with the State pursuant to this RFP.	
	<b>A.15.</b>	Provide a statement that if awarded a contract pursuant to this RFP, the Respondent will provide a team dedicated solely to the State's Tort, CIC, SAFE, and EMIF programs, which includes adjusters, supervisors, and managers.	
	<b>A.16.</b>	Provide a statement that if awarded a contract pursuant to this RFP, the Respondent will provide real time information to ALL State of Tennessee assigned personnel (per state entity) regarding their respective employees who are the subject of a tort claim filed against the State through the Respondent's web-based RMIS system, and that such access will be unlimited.	
	<b>A.17.</b>	Provide a statement that the claims management system that the successful Respondent will use in performing the tort services under this contract will allow direct internet access by an unlimited number of State of Tennessee users state-wide through a secure internet connection that is password protected through multi-factor authentication.	

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.18.</b>	Provide a statement that the Respondent's online claims management system platform that will be used in performing the tort services will support role based access for all users.	
	<b>A.19.</b>	Provide a statement that if awarded a contract pursuant to this RFP that all tort claim files and associated data will be updated in real time once a change has been made within a claim file and that the documents can be viewed electronically by users within the system.	
	<b>A.20.</b>	Provide a statement that if any subcontractors you intend to use in performing the requested tort services maintain their own separate information system, that the data will be shared/stored within your system so that all information concerning a claim resides in one imaged environment for the State of Tennessee.	
	<b>A.21.</b>	Provide a statement that, if determined to be the best evaluated Respondent, the Respondent will issue payments for all approved tort, claims in the form of checks and/or Automated Clearing House (ACH) electronic funds transfer (or such other electronic funds transfer method as mutually agreed to by the parties) against the Contractor's own bank account, and will issue all related Internal Revenue Service Form 1099 reports, submit required 1099 information directly to the IRS and maintain responsibility in matters relating to such information provided to payees and to the IRS as provided for in Section A.3.i(4) of the <i>Pro Forma</i> Contract (RFP Attachment 6.6).	
	<b>A.22.</b>	Contract Attachments 1-4 of the <i>Pro Forma</i> Contract (RFP Attachment 6.6) outlines specific Claims Handling Requirements. Provide a statement that the Respondent will adhere to those requirements as minimum standards, and that the Respondent agrees to be flexible with any changes needed to those requirements that would be beneficial for the overall outcome of the tort, CIC, SAFE, and EMIF programs.	
	<b>A.23.</b>	Provide a statement that if awarded a contract under this RFP, the Respondent agrees to immediately provide to the State all information and reports relative to cyber incidents or breaches that could negatively impact claimants or other State data, or that could negatively impact the services provided under the contract. This includes information and reports in the possession of any subcontractor or cyber security firm acting on behalf of the Respondent for the purpose of detecting corruption, fraud, compliance, operational efficiencies, disaster recovery plan, business continuity plan or cyber response plans.	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

## RFP ATTACHMENT 6.2. — SECTION B (continued)

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	<b>B.13.</b>	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	<b>B.14.</b>	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</p>
	<b>B.15.</b>	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</p>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <p><input type="checkbox"/> Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</p> <p><input type="checkbox"/> Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</p>
	<b>B.17.</b>	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the Solicitation Coordinator. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(b) Either (i) send a reference questionnaire to each reference or (ii) e-mail the reference with a copy of the standard reference questionnaire.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> <li>(iii) e-mail the reference directly to the Solicitation Coordinator by no later than the Technical Response Deadline date and time with the subject line of the e-mail as "[Respondent Name]" Referenced for RFP 30901-47120</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the reference emails the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</li> <li>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</li> <li>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</li> <li>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</li> </ul>
	<b>B.19.</b>	<p>Provide a list of all governmental clients (states, cities, counties, etc.) for which the Respondent has provided services similar to that sought under this RFP. For each governmental client, provide the annual volume of claims handled by the Respondent.</p>
	<b>B.20.</b>	<p>Provide the geographic location of all staff needed to service any contract awarded under this RFP, including, but not limited to, the adjusting staff, field investigators and appraisers. Include within the description the typical background and experience level of the adjusters who would be assigned to service the contract.</p>
	<b>B.21.</b>	<p>The TPA must use Origami as its system to enter on a real-time basis all claims data including all claims-related investigative documents relative to CIC, SAFE and EMIF claims. The TPA will be responsible for paying the associated license charged by Origami. The cost for each license is \$225 per user per month. The cost of the user licenses for the TPA to access Origami will be deducted from the compensable payable by the State to the TPA as provided in Section C.3.d of the Pro Forma Contract (RFP Attachment 6.6).</p> <p>(A) Provide the number of user licenses the Respondent would need to provide the services relative to CIC, SAFE and EMIF claims and how the Respondent determined that number.</p>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		(B) Provide a narrative that describes the Respondent's experience using Origami and the Respondent's ability to train its users on that system.
<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 5)</i>		
<i>State Use – Evaluator Identification:</i>		



## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		2	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.4.	Describe in detail the Respondent's proposed implementation approach from the date the contract is signed until the GO Live Date. Please include in your description: <ul style="list-style-type: none"> <li>(i) the length of time you believe the transition will take for the Respondent to start processing and adjusting claims;</li> <li>(ii) when and how your company will integrate tort claims data from the State's current TPA and the Treasury Department's Origami system;</li> <li>(iii) the types of resources you propose to ensure a smooth integration;</li> <li>(iv) how you propose to retain historical claims data for actuarial purposes;</li> <li>(v) whether you will provide a performance guarantee for transition and if so, a description of the guarantee; and</li> <li>(vi) any challenges you experienced for an account of the State's size in the transition process and how you overcame them.</li> </ul>		11	
	C.5.	Describe in detail how the Respondent will use applicable provider networks, including, but not limited to, body shops, rental car, expert services, salvage, translators for limited English speaking claimants etc. in performing the services covered by this RFP. Please include within your description how utilization of provider networks will benefit		2	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		the State. Also include an explanation of how the Respondent will determine the fair market value and salvage value of property damaged in an accident/incident when the cost to repair exceeds the fair market value of the property at the time of the incident.			
	<b>C.6.</b>	Please explain how claimants will be reporting tort claims using the Respondent's claims system.		<b>3</b>	
	<b>C.7.</b>	Explain how the team dedicated to the State would function for tort, CIC, SAFE, and EMIF. Please include in your response how you will staff personnel to functionally manage the claims-handling operations and any recommendations to improve the current claims-handling instructions contained in Contract Attachments 1-4 to the <i>Pro Forma</i> contract.		<b>7</b>	
	<b>C.8.</b>	Describe your adjusting/investigative services, detailing your areas of specialization for tort claims.		<b>2</b>	
	<b>C.9.</b>	Describe your approach of using subject matter experts to investigate tort claims covered by this RFP, and how you would consult with the State on when to utilize these experts to resolve specific types of claims.		<b>3</b>	
	<b>C.10.</b>	Describe how your firm handles the need for sub-contracting services, including out-of-state sub-contracting, for tort claims that originate in the United States, and around the world.		<b>5</b>	
	<b>C.11.</b>	Describe how you will make first contact with a potential tort claimant within twenty-four (24) hours of notification of an accident/incident as provided in Item A.5 of the mandatory requirements above. If awarded a contract under this RFP, your firm must provide claim confirmation receipt to claimants filing tort or CIC claims. Please describe how the confirmation will be made.		<b>8</b>	
	<b>C.12.</b>	Describe how your tort claims and reporting information system would or could be used to the State's benefit. Please include in your response any future ideas to enhance your system to improve the functionality of tort claims management and data reporting.		<b>5</b>	
	<b>C.13.</b>	Based upon the claims handling instructions, which are attached as Contract Attachments 1-4 to the <i>Pro Forma</i> contract, please provide a flow chart demonstrating your understanding of the progress of claims from receipt until close for Tort, CIC, SAFE, and EMIF.		<b>5</b>	
	<b>C.14.</b>	Describe your internal claim audit procedures for the service office, including frequency of audits, who performs them and what percentage of claims are audited.		<b>2</b>	
	<b>C.15.</b>	Describe your philosophy for the follow-up of open claims in order to prudently and accurately close them in a timely manner.		<b>5</b>	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.16.	What is the average length of time needed by your company to complete an initial investigation of a third party general liability tort claim?		1	
	C.17.	Describe your typical procedure for the investigation of a third party auto claim.		1	
	C.18.	Describe your typical procedure for the investigation of a third party general liability claim.		1	
	C.19.	What are the minimum qualifications an individual must have to be hired as an adjuster by your company and how do you evaluate your adjusters after they are hired?		1	
	C.20.	Described how you would handle any sharp and sudden increases with EMIF participants and/or tort claims due to unforeseen circumstances such as EMIF invoices or for tort claims due to inclement weather that result in pothole claims or slip trip and fall claims? This includes the prevention of back logged claims that will cause delays in adjudicating a claim.		2	
	C.21.	<p>For the tort services to be provided under this RFP, provide screen shots of your claims system that are client facing and an overview of the technology used (including whether proprietary or leased). What differentiates your RMIS system? Include a description of the system's current machine learning and predictive modeling tools available.</p> <p>Provide a description of the technologies on which your RIMS system web-based application was built and how long your RMIS system has been in production.</p> <p>Does your RMIS system currently interface with Origami?</p> <p>Briefly describe your Information Security Management process. Discuss the involvement of Director-level and senior management ("C" level) personnel in setting policy and direction and in reviewing security incidents, audits, and assessments related to your security program. Who does your most senior IT/Information Security officer report to?</p> <p>How is historical data archived? How many months/years of information are maintained on-line? How many years of information are maintained off-line? How many years of information are maintained off-site? Describe your archiving process and where your data backup is maintained.</p> <p>In the last 24 months, has there been any audit exception addressed to senior management relating to the confidentiality of a claimant's claim data or medical information that remains unresolved? In the last 24 months, has there been a breach of security that would have required notification to claimants pursuant to Tenn. Code Ann. § 47-18-2107?</p>		15	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>Describe your data backup procedures and disaster recovery plan. Does your planning for continuity of operations include plans for the Claims Management staff and also for restoring telecommunications capability? Is there an existing contractual or fail-over arrangement for processing at another site in the event of a disaster at your primary site?</p> <p>Briefly describe your Business Continuity Management process and the identification of risk areas to be addressed. Discuss the involvement of Director-level and senior management ("C" level) personnel in setting policy and direction and in reviewing incidents, audits, and assessments related to your Business Continuity program. Who does the most senior person dedicated to Business Continuity report to? Describe how you manage customization for each separate facility. Briefly discuss the ability of the plan to address a regional disaster affecting multiple offices, the Claims Management staff, and telecommunications capabilities.</p> <p>Describe any involvement by the State's security administrators in establishing or maintaining security authentication or authorizations for State of Tennessee staff to access your system.</p>			
	C.22.	<p>Describe the adjuster tools used to improve the adjuster's efficiency and outcomes. Outline the advantages and benefits to the State in using your services over your competition. Provide a copy of your company's best practices. What technology will you provide to the State to improve communication with claimants and/or their attorneys and other key stakeholders?</p> <p>If awarded a contract pursuant to this RFP, how many years' experience working as a claims supervisor will your company require for any person who will be assigned as a claims supervisor under the contract?</p>		8	
	C.23.	Identify program challenges you have experienced with governmental agencies and how you overcame those challenges.		1	
<p>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</p>					<p><b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)</p>
<p><b>Total Raw Weighted Score</b></p> <hr/> <p><b>Maximum Possible Raw Weighted Score</b> (i.e., 5 x the sum of item weights above)</p>					<p><b>X 55</b> (maximum possible score)</p> <p><b>= SCORE:</b></p>
State Use – Evaluator Identification:					

**RFP ATTACHMENT 6.2. — SECTION C (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

## RFP ATTACHMENT 6.2.— SECTION D

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION D: ORAL PRESENTATION.** The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

**0 = little value**

**1 = poor**

**2 = fair**

**3 = satisfactory**

**4 = good**

**5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

<b>RESPONDENT LEGAL ENTITY NAME:</b>				
<b>Oral Presentation Items</b>		<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>D.1.</b>	Based upon what you have learned about the State's vision relative to the services to be provided pursuant to this RFP, please describe how you would implement that vision.		<b>1</b>	
<b>D.2.</b>	Please describe the processes used by your adjusting team and/or professional services to identify claims that are suspected to be fraudulent or embellished by a claimant or vendor seeking reimbursement.		<b>1</b>	
<b>D.3.</b>	What types of innovative strategies will you implement with the services to be provided pursuant to this RFP?		<b>1</b>	
<b>D.4.</b>	Please describe how you will utilize your technology to improve the overall operational function of the services to be provided pursuant to this RFP?		<b>1</b>	
<b>D.5.</b>	Describe how you will manage unforeseen spike in claims being filed by vendors or claimants?		<b>1</b>	
<b>D.6.</b>	What specific attributes do you feel differentiate you from your competition, and why do you think you are the best partner for the State of Tennessee?		<b>1</b>	
<b>Total Raw Weighted Score</b> ( <i>sum of Raw Weighted Scores above</i> ): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.				
<b>total raw weighted score</b>  <b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>				
<div style="display: flex; justify-content: space-between; align-items: center;"> <span><b>X 10</b> <i>(maximum section score)</i></span> <span><b>= SCORE:</b></span> </div>				
State Use – Evaluator Identification:				
State Use – Solicitation Coordinator Signature, Printed Name & Date:				

**COST PROPOSAL & SCORING GUIDE**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTE:** The cost of the user licenses for the Respondent to access Origami relative to CIC, SAFE and EMIF claims will be deducted from the compensation payable by the State to the successful Respondent as provided for in Section C.3.d of the *Pro Forma* contract (RFP Attachment 6.6). The cost for each license is \$225 per user per month. The successful Respondent will be responsible for reimbursing the State for the cost of the one-time interface with Origami for tort claims. The reimbursement must occur within 60 calendar days of the State's payment to Origami. Depending on the complexity of the interface, Origami has estimated the cost to range from \$15,000 to \$30,000.

**DO NOT DEDUCT THE COST OF THE USER LICENSES OR INTERFACE IN THIS COST PROPOSAL.**

**NOTE:** In the event the initial reserve amount on a tort claim is different than the final reserve amount on that claim such that the per claim fee associated with that claim is higher or lower than the amount paid by the State to the successful Respondent, the per claim fee for that claim shall be adjusted. The adjustment may result in an additional fee to the Respondent or a credit to the State.

**NOTICE:** The Evaluation Factor associated with each compensable unit is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract, Section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request any goods or services from the Contractor in any specific dollar amounts or to request any goods or services at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent must attach evidence to the Cost Proposal showing the individual's authority to legally bind the Respondent. An electronic or facsimile signature, as applicable, is acceptable.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>HIGHWAYS AND BRIDGES (H&amp;B):</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
H & B claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		2	
H & B claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		592	
H & B claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
H & B claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
H & B claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	



## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>HIGHWAYS AND BRIDGES (H&amp;B):</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
H &B claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
H &B claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
H &B claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>AUTO OR OTHER LAND, AIR OR SEA CONVEYANCE LIABILITY (AL)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
AL claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		212	
AL claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		73	
AL claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		14	
AL claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		7	
AL claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		14	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<div><div>TORT CLAIMS</div><div>AUTO OR OTHER LAND, AIR OR SEA CONVEYANCE LIABILITY (AL)</div></div>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
AL claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		14	
AL claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		10	
AL claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		3	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY (C&amp;CP)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
C&CP claims having reserves between \$0 – \$2,500	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		278	
C&CP claims having reserves between \$2,501 – \$5,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		4	
C&CP claims having reserves between \$5,001 – \$10,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
C&CP claims having reserves between \$10,001 – \$25,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		3	
C&CP claims having reserves between \$25,001 – \$50,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
C&CP claims having reserves between \$50,001 – \$100,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>T.C.A. § 9-8-111 EMPLOYEE PROPERTY DAMAGE (EPD)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
EPD claims having reserves between \$0 – \$2,500	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		51	
EPD claims having reserves between \$2,501 – \$5,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
EPD claims having reserves between \$5,001 – \$10,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
EPD claims having reserves between \$10,001 – \$25,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
EPD claims having reserves between \$25,001 – \$50,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
EPD claims having reserves between \$50,001 – \$100,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>OPERATION OF MACHINERY OR EQUIPMENT (OM)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
OM claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		164	
OM claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		11	
OM claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
OM claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
OM claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>OPERATION OF MACHINERY OR EQUIPMENT (OM)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
OM claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
OM claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
OM claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
OM claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>DANGEROUS CONDITIONS ON STATE CONTROLLED REAL PROPERTY, INCLUDING NEGLIGENT CONSTRUCTION OF STATE SIDEWALKS AND BUILDINGS (CSP)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
CSP claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		82	
CSP claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		22	
CSP claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		2	
CSP claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CSP claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	



## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>DANGEROUS CONDITIONS ON STATE CONTROLLED REAL PROPERTY, INCLUDING NEGLIGENT CONSTRUCTION OF STATE SIDEWALKS AND BUILDINGS (CSP)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
CSP claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CSP claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CSP claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>CARE, CONTROL, &amp; CUSTODY OF PERSON (CC&amp;CP)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
CC&CP claims having reserves between \$0 – \$2,500	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		19	
CC&CP claims having reserves between \$2,501 – \$5,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		8	
CC&CP claims having reserves between \$5,001 – \$10,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		8	
CC&CP claims having reserves between \$10,001 – \$25,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		8	
CC&CP claims having reserves between \$25,001 – \$50,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CC&CP claims having reserves between \$50,001 – \$100,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<div><div>TORT CLAIMS</div><div>DANGEROUS CONDITIONS ON STATE MAINTAINED HIGHWAYS (DHC)</div></div>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
DHC claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		1	
DHC claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		3	
DHC claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		12	
DHC claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		4	
DHC claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		4	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<div><div>TORT CLAIMS</div><div>DANGEROUS CONDITIONS ON STATE MAINTAINED HIGHWAYS (DHC)</div></div>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
DHC claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		4	
DHC claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		1	
DHC claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		6	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>NUISANCE CREATED OR MAINTAINED (NCM)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
NCM claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		5	
NCM claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NCM claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NCM claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NCM claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>NUISANCE CREATED OR MAINTAINED (NCM)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
NCM claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NCM claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NCM claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<u>TORT CLAIMS</u>								
CARE, CUSTODY OR CONTROL OF ANIMALS (CCORA)								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
CCORA claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		2	
CCORA claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CCORA claims having reserves between \$5,001 – \$10,000 (property damages only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CCORA claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
CCORA claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<div><div>TORT CLAIMS</div><div>CARE, CUSTODY OR CONTROL OF ANIMALS (CCORA)</div></div>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
CCORA claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		1	
CCORA claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		1	
CCORA claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		1	



## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>NEGLIGENT DEPRIVATION OF STATUTORY RIGHTS AND/OR UNCONSTITUTIONAL TAKING OF PRIVATE PROPERTY (NDSR/UTPP)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
NDSR/UTPP claims having reserves between \$0 – \$2,500	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NDSR/UTPP claims having reserves between \$2,501 – \$5,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NDSR/UTPP claims having reserves between \$5,001 – \$10,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NDSR/UTPP claims having reserves between \$10,001 – \$25,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NDSR/UTPP claims having reserves between \$25,001 – \$50,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
NDSR/UTPP claims having reserves between \$50,001 – \$100,000	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>TORT CLAIMS</u></b>								
<b>ASSUMPTION OF ALL TORT TAKE-OVER CLAIMS</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Assumption of all Tort Take-Over Claims  Note: "Take-Over Claim" means a claim already received by the State prior to the commencement date of the Contract for which a decision as to compensability has been made but which is still open. Compensation for the assumption of Take-Over Claims will be for the first year of the Contract only. The number of take-over claims for Tort as of May 30, 2020 was 392.  <b>Note:</b> Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning January 1, 2021.	\$ _____ (flat annual amount for all claims)	N/A	N/A	N/A	N/A		1	
<b><u>CRIMINAL INJURY COMPENSATION (CIC) CLAIMS</u></b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Assault claims	\$_____ per claim assigned for adjudication	Same as first year	Same as first year	Same as first year	Same as first year		1,014	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<u>CRIMINAL INJURY COMPENSATION (CIC) CLAIMS</u>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Homicide claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		500	
Child Sexual Abuse claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		463	
Robbery by Force claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		231	
Adult Sexual Assault claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		220	
Drunk Driver claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		83	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<u><b>CRIMINAL INJURY COMPENSATION (CIC) CLAIMS</b></u>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Vehicular Non-DUI claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		72	
Hit and Run claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		59	
Child Physical Abuse claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		5	
Stalking claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		5	
Kidnapping claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		2	
Arson claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<u><b>CRIMINAL INJURY COMPENSATION (CIC) CLAIMS</b></u>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Human Trafficking claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
Terrorism (Domestic) claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	
Denied claims	\$____ per claim assigned for adjudication	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		16	
Assumption of all CIC Take-Over Claims  Note: "Take-Over Claim" means a claim already received by the State prior to the commencement date of the Contract for which a decision as to compensability has been made but which is still open. Compensation for the assumption of Take-Over Claims will be for the first year of the Contract only. The number of take- over claims for CIC as of May 30, 2020 was 987.  <i>Note: Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning January 1, 2021.</i>	\$____ (flat annual amount for all claims)	N/A	N/A	N/A	N/A		1	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
SEXUAL ASSAULT FORSENIC (SAFE) AND ELECTRONIC MONITORING INDIGENCY FUND (EMIF) CLAIMS								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Assumption of all SAFE and EMIF Take-Over Claims  Note: "Take-Over Claim" means a claim already received by the State prior to the commencement date of the Contract for which a decision as to compensability has been made but which is still open. Compensation for the assumption of Take-Over Claims <b>will be for the first year of the Contract only.</b> The number of take-over claims for SAFE and EMIF as of May 30, 2020 was 373.  <b>Note:</b> Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning January 1, 2021.	\$ (flat annual amount for all claims)	N/A	N/A	N/A	N/A		1	
All other SAFE and EMIF Claims  <b>Note:</b> Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning on January 1, 2021.	\$ (flat annual amount for all claims)	Same as first year	Same as first year	Same as first year	Same as first year		1	

## RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
<b><u>SEXUAL ASSAULT FORSENIC (SAFE) AND ELECTRONIC MONITORING INDIGENCY FUND (EMIF) CLAIMS</u></b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Annual 1% Claim Variance Adjustment for SAFE and EMIF Claims (as discussed below*) – <i>Does not apply to Take-Over Claims.</i>	\$_____ (flat amount)	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		15	
<p>*In the event of a claim frequency variance in excess of + or - 10% in the total number of received SAFE and EMIF claims, using the Date Administrator Notified field in the Origami system, the flat fee associated with the subsequent service year shall be adjusted. This adjustment will be capped at a 15% variance from the original estimated claim count below. If the claim count variance is less than or equal to 10%, there shall be no adjustment of the annual fee. This additional annual flat fee or credit shall apply to each 1% variance of claim count between 10% and 15%. This variance may result in an additional fee to the Contractor or a credit to the State. This claim count evaluation shall take place on November 30, 2021 for the December 1, 2021 – November 30, 2022 contract period, and on each November 30 thereafter through November 30, 2024 for the December 1, 2024 – November 30, 2025 contract period.</p> <p>Total Original Estimated Claim Count: 4,629</p>								
<b><u>CALL CENTER SERVICES</u></b>								
<b><u>NOTE: The cost for these services will be paid as part of the claim file and not invoiced to the State pursuant to Section C.5. of the Pro Forma Contract (RFP Attachment 6.6)</u></b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Call Center Services as described in Section A.3.b(8) of the <i>Pro Forma Contract</i> (RFP Attachment 6.6)	\$_____ per call for the initial reporting of a tort claim or tort incident	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>	<i>Same as first year</i>		1	

## RFP ATTACHMENT 6.3. (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b><u>INVESTIGATION SERVICES</u></b>								
<b>NOTE: The cost for these services will be paid as part of the claim file and not invoiced to the State pursuant to Section C.5. of the <i>Pro Forma</i> Contract (RFP Attachment 6.6)</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Electronic Surveillance	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Investigator in Person Surveillance	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Social Media Search	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Medical Canvassing	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Pharmacy Canvassing	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Lawsuit Canvassing	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Accident Reconstruction	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Activity Checks	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
Other Investigative Tools/Technology that could be used in reducing the liability of a claim	\$____ per hour	Same as first year	Same as first year	Same as first year	Same as first year		1	
<b>TOTAL EVALUATION COST AMOUNT</b> (sum of evaluation costs above):								
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
<u>lowest evaluation cost amount from all proposals</u> evaluation cost amount being evaluated						x 30 (maximum possible score)	= SCORE:	



**RFP ATTACHMENT 6.3. (continued)**

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*State Use – Solicitation Coordinator Signature, Printed Name & Date:*

**REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.)

**RFP # 30901-47120 REFERENCE QUESTIONNAIRE****REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire. An electronic signature is acceptable.; and
- email the completed questionnaire to Dawn Rochelle whose e-mail address is dawn.rochelle@tn.gov.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

**REFERENCE SIGNATURE:**

(by the individual completing this  
request for reference information)

---

**DATE:**

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**RFP ATTACHMENT 6.5.**  
**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 5)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 55)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						

*Solicitation Coordinator Signature, Printed Name & Date:*

**RFP # 30901-47120 *PRO FORMA* CONTRACT**

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TREASURY DEPARTMENT  
AND  
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Treasury Department ("State") and [CONTRACTOR LEGAL ENTITY NAME] ("Contractor"), is for the provision of third party administrative services for the State's Tort Program, Criminal Injuries Compensation Program, Sexual Assault Forensics Examination Program and the Electronic Monitoring Indigency Fund Program, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.  
Contractor Place of Incorporation or Organization: [LOCATION]  
Contractor Edison Registration ID # [NUMBER]

**A. SCOPE:**

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Assignment of Key Personnel. The Contractor agrees to assign the individuals named on pages [PAGE NUMBERS FROM SUCCESSFUL PROPOSAL WHICH RESPOND TO SECTION B.13 of RFP ATTACHMENT 6.2] of the Contractor's Proposal as the key staff members to perform the services under this Contract. Except upon the State's prior written consent, the Contractor shall not remove or temporarily reassign any of the named individuals until such time as the Contractor has completed the services under this Contract. Should the State consent to such removal or reassignment, the State reserves the right to approve the candidates proposed by the Contractor as a replacement.

Notwithstanding the foregoing, the Contractor shall have the right to remove or reassign such personnel upon notice to the State if the removal or reassignment is required due to promotion, termination of employment, extended illness, or death. In such event, the State reserves the right to approve the candidates proposed by the Contractor as a replacement.

A.3. Tort Program Services.

a. Third Party Administrative Services In General. The Contractor shall serve as the State's third party administrator to investigate, document and otherwise assist the State in the adjustment of the specific tort claims or potential tort claims described in Section A.3(a)(1) below that are caused by the alleged negligent act or omission of the State or a State employee (as defined in Section A.3(a)(2) below) while acting within the scope of employment ("Covered Incident"). These services do not include first party claims, except as it pertains to State of Tennessee employee property damage claims filed pursuant to Tenn. Code Ann. § 9-8-111. The Contractor acknowledges and agrees that it is the desire of the State to modernize its approach to the adjudication of such claims, utilize a framework of best practices, and create the appropriate outcome for the claimant regarding his/her situation and damages, based on fair standards and statutory provisions, at the least cost to the State.

(1) The specific types of torts are monetary claims against the State based on the acts or omissions of State employees falling within one (1) or more of the following categories:

(i) The negligent operation or maintenance of any motor vehicle or any other land, air, or sea conveyance. In addition, the State may be held liable for the negligent



operation of State-owned motor vehicles or other conveyances by persons who are not State employees; provided, that such persons operated the vehicle or other conveyance with the permission of a State employee;

- (ii) Nuisances created or maintained;
  - (iii) Negligently created or maintained dangerous conditions on State controlled real property. The claimant must establish the foreseeability of the risks and notice given to the proper State officials at a time sufficiently prior to the injury for the State to have taken appropriate measures;
  - (iv) Negligent care, custody and control of persons;
  - (v) Negligent care, custody or control of personal property;
  - (vi) Negligent care, custody or control of animals. Damages are not recoverable for damages caused by wild animals;
  - (vii) Negligent construction of State sidewalks and buildings;
  - (viii) Negligence in planning and programming for, inspection of, design of, preparation of plans for, approval of plans for, and construction of, public roads, streets, highways, or bridges and similar structures, and negligence in maintenance of highways, and bridges and similar structures, designated by the Tennessee Department of Transportation as being on the State system of highways or the State system of interstate highways;
  - (ix) Dangerous conditions on State maintained highways. However, the claimant must establish the foreseeability of the risk and notice given to the proper State officials at a time sufficiently prior to the injury for the State to have taken appropriate measures;
  - (x) Negligent operation of machinery or equipment;
  - (xi) Negligent deprivation of statutory rights created under Tennessee law, except for actions arising out of claims over which the civil service commission has jurisdiction. The claimant must prove that the Tennessee General Assembly expressly conferred a private right of action in favor of the claimant against the State for the State's violation of the particular statute's provisions;
  - (xii) Claims for the loss, damage or destruction of the personal property of State employees based on Tenn. Code Ann. § 9-8-111; and
  - (xiii) Unconstitutional taking of private property, as defined in Tenn. Code Ann. § 12-1-202, including intentional State governmental action resulting in a taking other than the taking of real property and real property rights for the State's system of highways or the State's system of interstate highways.
- (2) A "State Employee" is defined for purposes of this Contract as any person who is a Tennessee State official, including members of the Tennessee General Assembly and legislative officials elected by the General Assembly, or any person who is employed in the service of and whose compensation is payable by the State, or any person who is employed by the State whose compensation is paid in whole or in part from federal funds. This would include any employee of a Tennessee public institution of higher education. A "State Employee" may also include certain participants in contractual or volunteer programs as provided for in Tenn. Code Ann. § 8-42-101.

b. Investigation of all Covered Incidents. Since the slightest Covered Incident may ultimately result in litigation against the State, such litigation must be anticipated by the Contractor. The Contractor acknowledges and agrees that immediate and complete investigation shall be required for all Covered Incidents. The Contractor agrees that it shall have its field investigators on site of the Incident within two (2) hours of notification of the Incident if the Contractor determines that a field investigator is necessary or desirable for the particular Incident. The Contractor further agrees to make first contact with a potential claimant through whatever means necessary (phone, email) within twenty-four (24) hours of the Contractor's (i) notification of an Incident provided the Contractor has an email address or phone number of the potential claimant, or (ii) receipt of an incident report requesting the Contractor to investigate the incident, whichever is earlier. The Contractor shall conduct an investigation even if the Contractor doubts that litigation will occur or even if the other party denies injury or states a claim will not be filed. The Contractor acknowledges that investigations are an important precautionary measure to protect the State and its employees, and to discharge the State's responsibilities to the public. The Contractor further acknowledges that the purpose of investigating Covered Incidents is to produce an accurate, objective, written account of the incident, and to document all pertinent facts in anticipation of a tort claim. In general, the Contractor shall perform the following services:

- (1) Desk Adjustment, which includes all communication with the State Employee, point of contact, potential or actual claimant(s), file handling to conclusion of all assignments that can be accomplished from the inside desk position. This shall include repricing medical and pharmaceutical bills to ensure the bills only cover treatment or medicines needed as a result of the injuries sustained in the incident.
- (2) Appraisal of Vehicles from the field, which includes covering the outside inspection, appraisal, total loss workup, salvage value, and reaching an agreement on repair cost with the body shop that provides the repairs. The Contractor shall utilize, at its expense, the latest version of Mitchell Estimating Software.
- (3) Establishing and maintaining provider networks that include body shops, rental car services, etc. for the benefit of the State as provided in Section A.3.e below.
- (4) Outside Field Investigations, which includes securing recorded statements from potential or actual claimants, witnesses, State Employee(s); scene investigations; procuring police reports, fire reports, and photographs of scene of accident/incident; and all that is required and/or necessary to establish who was at fault for the accident/incident.
- (5) Other Investigative Services such as electronic surveillance, investigator in person surveillance, social media search, medical canvassing, pharmacy canvassing, lawsuit canvassing, accident reconstructions, activity checks, and other available investigative tools/technology that could be used in reducing the liability of a claim, if applicable, as described in the Contractor's Proposal.
- (6) Subrogation, which includes identifying subrogation opportunity, and providing the investigation information to support the subrogation efforts and placing the other parties on notice as further described in Section A.3.k below. Any legal actions brought by the State to enforce subrogation will be handled by the Tennessee Attorney General's Office.
- (7) Providing instructions to potential claimants on how to file a claim with the State.
- (8) Providing a reporting call center, which will be available 24 hours per day, 7 days per week, that will accept initial reporting of a tort claim or tort incident for both first party and third party claims against the State. Other than claims for employee property damage made pursuant to Tenn. Code Ann. § 9-8-111, the Contractor shall forward all first party claims via e-mail or other mutually agreeable means to the respective State department for which the employee works.

- c. State Employee Incident Reporting Requirements and Orientation of State Personnel. State Employees who are involved in Covered Incidents, observe, or are notified of a Covered Incident will be directed to immediately report the Incident to the State or to the Contractor, as shall be determined in the Claims Handling Instructions described in Section A.3.d below. The Contractor shall, at the State's request, conduct or participate in the training of State Employees on the procedures and practices for notifying the State and/or the Contractor of Covered Incidents. The Contractor shall also participate in the orientation of the State's personnel who are directly or indirectly involved in the processing of tort claims.
- d. Claims Handling Instructions. The current Claims Handling Instructions for the Contractor's performance of the tort claim services are contained in Contract Attachment 1. The Contractor shall evaluate the Claims Handling Instructions for completeness, correctness, and consistency with Best Practices in the handling of the type tort claims covered by this Contract. At the State's request, the Contractor shall thereafter assist the State in modifying, as is necessary or desirable, the Claims Handling Instructions. The Claims Handling Instructions shall be considered a part of this Contract as though fully set forth herein and the Contractor shall perform the services in accordance with the Claims Handling Instructions, this Contract and the documents described in Section D.30 below. The Instructions shall be subject to revision and modification by the Parties provided that no such revisions or modifications shall be inconsistent with this Contract. The Contractor shall not unreasonably withhold its consent to any such revisions or modifications proposed by the State.
- e. Provider Networks.
  - (1) In General. The Contractor shall establish and maintain provider networks that include, but which are not limited to, body shops, rental car services, expert services, salvage, translators for limited English speaking claimants etc. for the benefit of the State in accordance with the Contractor's Proposal.
  - (2) Contracts. The Contractor shall enter into an agreement with each provider that sets forth the specific conditions and obligations required for the provider's participation in the network, including the rates the provider may charge potential or actual claimants for services, parts and/or supplies. The Contractor shall monitor all providers to assure they provide potential and actual claimants with quality service. The Contractor shall remove any provider from the State's network if the State determines at its sole discretion that the provider is violating the conditions and obligations required to participate in the network or is otherwise not providing quality services.
  - (3) Provider Network Access. The Contractor shall use its best efforts to secure, for each county in Tennessee, sufficient network participation by body shops, rental car services, and other providers to ensure an adequate distribution of, and reasonable access to, participating providers from a geographic and service standpoint. The Contractor and the State shall reevaluate for each county in Tennessee the number of network providers on an on-going basis and the Contractor shall add providers as needed.
  - (4) Directories. The Contractor shall prepare and deliver to the State a directory which lists the network providers located in each county in Tennessee. The directory shall include each provider's name, address, phone number and specialty. The directory shall be delivered through such means and in such formats as shall be agreed to by the Parties. The Contractor shall update the directory on a monthly basis and provide the updated directory to the State in the manner determined in accordance with the preceding sentence.
  - (5) Contractual Pricing Arrangement with Network Providers. Once the rates are established as provided in Section A.3.e(2) above, the Contractor agrees to ensure provider compliance with such rates by repricing all billings for services, parts and/or supplies rendered to a potential or actual claimant. The Contractor agrees to allow the State or the State's authorized representative to perform repricing audits on at least a semi-annual basis.

- (6) Out-of-Network Negotiations. The Contractor agrees that should a potential or actual claimant be responsible for the payment of bills associated with services performed by a provider that does not participate in a Contractor network, the Contractor shall attempt to negotiate a discounted billed charge.

f. Risk Management Information System.

- (1) Interface with Origami. The Contractor acknowledges the State uses Origami as its Risk Management Information System for tort claims. For the performance of the tort services described in this Contract, the Contractor shall establish and maintain, at its own expense, an electronic interface with the Origami System to download on a daily basis all claims data, transactions, notes and all other claims-related investigative documents from the Contractor's Risk Management Information System (the "System") to Origami. The State will pay Origami for the interface, but the Contractor shall reimburse the State within sixty (60) calendar days of the State's payment to Origami.
- (2) Access to System. At no additional cost to the State, the Contractor shall provide the State on-line web-based computer access to the Contractor's System, which shall be hosted and provisioned by or on behalf of the Contractor. The System shall provide the claims management and risk management data and reports needed for effective tort claims management.

The System must eliminate the process of the Contractor using its own employees to draft and submit ad hoc reports whenever data is requested by the State. The System must also support a robust imaging platform for all claim-related documents and a primarily paperless workflow among internal and external customers in a secured fashion. The Contractor must aggressively work to identify and convert wherever possible paper processes to an electronic workflow. This must extend to software that supports electronic signature and other electronic efficiencies.

Access to the System shall include access to all tort claims information, including the Contractor's adjusters' file notes, to assist designated State of Tennessee employees with managing the loss control and safety programs within their own departments/facilities and to enable the State to track its total cost of risk. This shall include the ability for such employees to easily, efficiently, and effectively draft and submit reports of causations of incidents and trends analyzes within each Tennessee state department/agency.

Access to the System shall be through a secure website supplied to the State by the Contractor and shall be accessible by the designated users twenty-four (24) hours a day, three hundred sixty-five (365) days a year, except for reasonable maintenance, updates or enhancements. Concurrent use by multiple users must be supported. The network shall include any necessary connection or equipment for host directed print from the System to the State. Further, the System shall provide real time information to all designated State of Tennessee personnel regarding their respective State Employees who are involved in Covered Incidents. This access of real time information must be accessible to an unlimited number of authorized users and provide on-line reporting for State of Tennessee agencies. The Contractor shall, at its own expense, maintain and keep the private network or its Internet connection in good working order and condition so that it will perform its functions properly. Any private network connection shall be furnished to the State at 92 Weakley Lane, Smyrna, Tennessee 37167 ("the Facility Location"). If redundant private network connections are provided, the alternate connection shall be furnished at 901 Fifth Avenue North, Nashville, Tennessee 37247 ("OIR Data Center").

The Contractor shall cause any subcontractors it uses in performing the tort services under this Contract that maintain their own separate information system to share/store

any of the tort data within the Contractor's System so that all information concerning a claim resides in one imaged environment for the State.

- (3) Grant of License. The Contractor agrees the State shall have a nontransferable and nonexclusive right, revocable in accordance with the terms herein, to use the System solely in connection with the internal operation of the State's business. The State acknowledges that the license to use the System granted herein transfers no title or right to the System other than the right to use the System for particular transactions or particular advisory or management situations occurring in the normal conduct of the State's business. The Contractor warrants it has complete ownership of the System except for portions of such System licensed from and copyrighted by other software suppliers, and that it has full rights to grant to the State the uses of and the privileges to the System granted herein. Based on the Contractor's warranty, the State acknowledges title to the System shall remain in the Contractor.

(4) Maintenance, Training and Support Services.

- (A) Maintenance. The Contractor shall provide the following maintenance services to the State:

- i. Incorporate any improvements, enhancements and new releases of the Website developed by the Contractor that are generally made available to other licensees of the Website along with explanatory reference documentation. Documentation of the existing Website shall be changed as the Contractor deems necessary for purposes of removing errors, providing consistency of interpretation and/or documenting improvements. All such improvements, enhancements and new releases shall be considered part of the Website;
- ii. Provide to the State updates to any portions of the Website released at no cost to the Contractor to other software suppliers. Such updates shall be tested by the Contractor prior to furnishing the same to the State;
- iii. Provide access to the Contractor's online support documentation; and
- iv. Diagnose, verify and corrected errors, malfunctions and defects in the Contractor's Website.

- (B) Training. The Contractor shall, at the State's facilities and during regular State business hours, conduct a one (1) day training class annually for State of Tennessee user and operations staff. The class shall consist of a lecture and hands-on training in the use and operation of the System functions and their related documentation. The Contractor shall further establish an on-going capability for training new users by providing to the State an electronic copy of the System's User Guide suitable for reproduction, or online access to the User Guide for authorized users. The Contractor shall provide the State with periodic status updates relative to the access, use and functionality of the Website, and to address any of the State's questions and needs. The length, content and frequency of the meetings shall be mutually agreed upon by the Contractor and the State.

- (C) Support. The Contractor shall provide the State with off-site support services through a help desk support line, which shall be available to the State each business day from 8:00AM central time to 4:30PM central time to provide consultation, support, advice, guidance and assistance relative to System access, use and functionality.

(5) Security and Data Retention.

- (A) The Contractor shall provide security functions within its application. The Contractor shall provide reasonable risk control procedures as well as appropriate physical,

technical and administrative safeguards to protect the integrity, confidentiality and availability of the information that will be uploaded onto the System's website.

The Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies and has measures in place that ensure that all data records are transported, stored and accessed in a secure manner, including encryption of any sensitive information. All data is property of the State of Tennessee. The system or contractor must meet or exceed the State's information security requirements for access control, authentication, storage, data destruction, system maintenance and patching and must be compliant with best practices for secure application development as defined in ISO/IEC 27000 series. The State of Tennessee Information Security policy can be found at the following link: [https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-V%202.4\\_Final.pdf](https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-V%202.4_Final.pdf). The Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both Parties will be in compliance with State Enterprise Information Security Policies requirements, that may be amended from time to time, and any other state and federal computer security regulations including cooperation and coordination with State computer security officials and other compliance officers required by its regulations.

- (B) The Contractor shall provide for the physical and electronic security of all information that is uploaded onto the System's website, including data encryption in transport and at rest, such that the information is maintained and secured, ensuring its safety from loss; theft; copying; destruction; modification; unauthorized access, use or disclosure during utilization, transmission and storage.
  - (C) The Contractor shall protect against anticipated threats or hazards to the security or integrity of the information uploaded to System's website that could result in inconvenience or harm to the State or the Employees.
  - (D) The Contractor shall allow State security staff to add, update, and terminate users, grant privileges, and report on activity.
  - (E) The Contractor shall allow State audit staff to monitor activity and create reports.
  - (F) The Contractor shall host a secure website for use by the Contractor, the Contractor's applicable subcontractors and the State. The website's landing page shall clearly indicate that the application accessed through the website is intended to be used by the State of Tennessee and shall display logos, titles, text and banners regarding unauthorized use.
- (6) Information Security Management Process and Program: Back-Up Procedures and Disaster Recovery Plan: Business Continuity Management Process and Program: and Conversion Project Management Plan. The Contractor shall provide the following services at no additional cost to the State:
- (A) Information Security Management Process and Program. The Contractor shall maintain an Information Security Management Process and Program in accordance with Section E.3 of this Contract and in accordance with the Contractor's Proposal.
  - (B) Back-Up Procedures and Disaster Recovery Plan. The Contractor shall maintain contingency plans for systems back-up in the event of disaster or malfunction. Such plans shall be as described in the Contractor's Proposal and comply with Section E.3 of this Contract. At a minimum, this shall be accomplished by the Contractor backing-up all claims data nightly and maintaining at least two (2) back-up cycles off-site in a commercial business storage facility. The Contractor shall provide notification of an incident to both the Director of the Division of Claims and Risk Management and to the State's Information Systems Operations Group within two (2)

hours after the beginning of operation of the Contractor's Emergency Operations Command Post.

- (C) Business Continuity Management Process and Program. The Contractor shall maintain a Business Continuity Management Process and Program that complies with Section E.3 of this Contract and as described in the Contractor's Proposal.
  - (D) Conversion Project Management Plan. The Contractor shall transition takeover claims, conduct System training, develop and implement a System conversion plan, and perform post-implementation review services in accordance with the Contractor's Proposal. At the request of either party, the Contractor and the State shall meet to discuss the status of such services, and to resolve any issues in consummating the services. Any such meeting shall take place at a time mutually agreed to by the Parties and shall be held at the State's facilities in Nashville, Tennessee, or, with the State's approval, via telephone or web-based conference. The Party requesting the meeting shall set the meeting agenda, and prepare a brief report summarizing the issues raised at the meeting and the decisions made in addressing those issues.
- g. Instructions on Filing Claims, and Telephonic and Electronic Claims Intake. The Contractor shall provide potential claimants of Covered Incidents with the instructions on how to file a claim with the State. The specific instructions shall be included in the Claims Handling Instructions. The Contractor shall also provide electronic claims intake, which allows the filing of tort claims over the telephone and electronically. The Contractor shall make such services available twenty-four (24) hours a day, seven (7) days a week.
- h. Claim Adjudication Decisions.
- (1) The Contractor shall make adjudication decisions for all tort claims with damages valued at \$50,000 or less. A claim valued over \$50,000 may also be settled by the Contractor upon obtaining the prior written approval of the Tennessee Attorney General provided that the claim is settled for an amount no greater than \$100,000. The process for obtaining that approval shall be addressed in the Tort Claims Handling Instructions. Claims that are valued for over \$100,000, or those involving complex legal matters, shall be transferred to and otherwise handled by the Tennessee Attorney General's Office. The process of transferring such claims to the Attorney General's office shall be addressed in the Tort Claims Handling Instructions. It is understood and agreed that any decision made by the Contractor is subject to review and modification by the State. The Contractor shall either honor or deny a claim within ninety (90) days of receipt of the claim or within such shorter period as may be provided in the Claims Handling Instructions.
  - (2) If the Contractor denies a claim, the Contractor shall notify the claimant by letter. The letter shall be substantially in the same form as the sample letter which shall be jointly developed by the State and the Contractor. The Contractor shall also send a copy of the denial letter to the representative of the specific agency or department where the alleged negligent State Employee was working at the time of the Incident.
  - (3) If the Contractor approves a claim, the Contractor shall negotiate a settlement of the claim with the claimant within the settlement authority provided in this Section A.3.h(1) above. Once the claim is settled, the Contractor shall provide the claimant with a settlement letter, which shall be substantially in the same form as the sample letter that shall be jointly developed by the State and the Contractor. The Contractor shall also send a copy of the approval letter to the representative of the specific agency or department where the alleged negligent State Employee was working at the time of the Incident. The Contractor shall thereafter, without further authorization, process and pay the tort claims as provided in Section A.3.i below.

- (4) The files of claims closed by the Contractor shall be archived by the Contractor in an industry standard electronic manner, format and frequency as shall be mutually agreed to by the Parties. The integrity of each file shall be maintained during archiving and shall include all documents, papers, letters, and other material made or received by the Contractor in connection with the particular claim. All file documents, papers, letters and other material shall be archived in the order of their occurrence, with the most recent material appearing first. Prior to archiving, the Contractor shall ensure that the claim number assigned to the file is marked at the top of each page.
- (5) The Contractor assumes entire responsibility for any loss occasioned by reason of misplaced, lost, damaged, destroyed or stolen files while such files are in the possession or custody of the Contractor, or while such files are in the possession of any carrier en route from the Contractor to the State.

i. Claims Payment and Reconciliation Process.

- (1) For payment of all approved tort claims, the Contractor shall issue payments in the form of checks and/or Automated Clearing House (ACH) electronic funds transfer (or such other electronic funds transfer method as mutually agreed to by the Parties) against the Contractor's own bank account. The Contractor shall maintain security and quality controls over the design, printing and mailing of checks, as well as any fraud prevention feature of check stock.
- (2) The State shall fund the Contractor for the total issue amount of the payments, net of cancellations, voids or other payment credit adjustments, daily or at the time of each issuance of checks or ACH, provided the Contractor's payment process includes timely delivery of checks and settlement of ACH transactions. The State shall fund the Contractor as provided under this Section A.3.i upon receipt of an ACH debit from the Contractor to a designated State bank account. The Contractor acknowledges and agrees that since the State intends to fund payments at the time of issuance, the State shall not maintain a separate bank account or an escrow account with the Contractor or to otherwise pre-fund an account.
- (3) The Contractor further acknowledges the State will monitor and age the outstanding check balance and the Contractor agrees, upon request of the State, to conduct a review and/or cancel-reissue of stale dated outstanding items. The Contractor shall provide to the State, on a daily basis, a detailed listing of the payment activity, including check serial numbers and ACH payment identifiers, payee names, payment amounts and associated claim numbers, and balancing to the required funding amount for that day. The listing shall enable the State to reconcile the payment detail to the required funding amount, while providing related payment information needed to record the necessary accounting entries by expense classifications. The Contractor shall further provide to the State the on a monthly basis a check reconciliation report that provides detail (check number, issue date, payee name, claim number, check amount, paid or cancel date) of all checks issued, paid or cancelled during the month, and a detailed listing of outstanding checks at each month-end. The monthly report shall be due on the last business day of the month and shall cover the information described in this subparagraph as of the previous month end.
- (4) The Contractor shall issue all related Internal Revenue Service (IRS) Form 1099 reports, submit required 1099 information directly to the IRS and maintain responsibility in matters relating to such information provided to payees and to the IRS, including the payment of any penalties or fees related to the 1099 reporting.
- (5) Overpayments resulting from the negligent, reckless, or willful acts or omissions of the Contractor, its officers, agents or employees shall be the responsibility of the Contractor, regardless of whether or not such overpayments can be recovered by the Contractor. The Contractor shall repay the State the amount of any such overpayment within thirty



(30) calendar days of discovery of the overpayment. Overpayments due to fraud or fraud of any other type, other than fraud by employees or agents of the Contractor, will not be considered overpayments for purposes of this Section. The Contractor agrees to assist in identifying fraud and make reasonable efforts, in consultation with the State, to recover overpayments due to fraud. The State will not hold the Contractor responsible for overpayments caused by the State's errors or errors caused by any other agency or department of the state of Tennessee; however, the Contractor shall assist the State in recovery of such overpayments. The requirement that the Contractor assist the State in identifying or recovering overpayments as provided in this Section does not require the Contractor to become a party to any legal proceeding as a result thereof.

- j. CMS/MSA Compliance. The Contractor shall provide Medicare Secondary Payer Reporting and manage liens and set asides for the tort claims, when applicable, to ensure the State will be in compliance with the mandatory claim reporting reports of Section 111 of the Medicare, Medicaid, and the S.M.A.R.T. Act. These services shall include a Medicare-eligibility query function, data collection and screening, automated claim file submissions, medical bill review, receiving estimated and final Medicare settlement interest and processes for handling acknowledgment and rejection notices by the Centers for Medicare and Medicaid Services ("CMS").
- k. Subrogation and Surveillance. The Contractor shall identify claims wherein subrogation opportunities may arise requiring follow-up by the Contractor, place the other parties on notice and shall assist the State in obtaining subrogation. In the event the Contractor determines that investigative techniques, including, but not limited to, surveillance, medical record canvassing, social media checks and activity checks (collectively, "Investigative Techniques") may be useful with respect to any claim, the Contractor shall notify the State of such claims and recommend the applicable investigative techniques. Upon the State's approval, the Contractor shall initiate the applicable investigative techniques on the identified claims. Any legal actions brought by the State to enforce subrogation shall be handled by the Tennessee Attorney General's Office.
- l. Reserving. The Contractor shall establish reserves on open tort claims in accordance with approved insurance standards, or as otherwise agreed to by the Parties. The proposed initial amount of the reserve on each claim shall be approved by the State and any subsequent proposed change (increase or decrease) in the reserve amount shall be approved by the State. At the State's request, the Contractor shall furnish the reserve information to the State's Risk Management Actuarial Vendor to enable the Vendor to determine the funding required for the State's Risk Management Fund.
- m. Cooperation in Litigation. The Contractor shall fully cooperate with the state of Tennessee in any hearing or trial involving a tort claim assigned to the Contractor hereunder. Such cooperation shall include assisting the State, if requested, in preparing the defense of litigated cases, negotiating settlements, pursuing subrogation or contribution actions and the presentation at trial of factual information concerning the activities of particular individuals or any other information possessed by the Contractor that may be useful in the resolution of any dispute related to a tort claim assigned to the Contractor hereunder.

#### A.4. Criminal Injuries Compensation (CIC) Services.

- a. Third Party Administrative Services In General. The Contractor shall serve as the State's third party administrator to investigate, document and otherwise assist the State in the adjustment of CIC claims in accordance with the Criminal Injuries Compensation Act, which is currently codified in Tenn. Code Ann., Title 29, Chapter 13, Part 1 (the "CIC Act"). All of these claims shall be desk adjusted only. The Contractor acknowledges and agrees that it is the desire of the State to modernize its approach to the adjudication of such claims, utilize a framework of best practices, and create the appropriate outcome for the claimant regarding his/her situation and damages, based on fair standards and statutory provisions, at the least cost to the State.

- b. CIC Fund is a Fund of Last Resort. The Contractor understands that the CIC program is designed to assist qualifying claimants as defined in Section A.4.c below by paying their eligible out-of-pocket expenses incurred as the direct result of personal injuries sustained by a violate crime such as a homicide, assault, etc. where the claimant has no other source from which to pay or otherwise obtain reimbursement of the expenses. Examples of such sources include, but are not limited to, health insurance, auto insurance, life/burial insurance, sick/vacation pay, workers' compensation, court-ordered restitution, donations and home-owner's insurance.
- c. Eligible Expenses and Claimants. The CIC program provides financial assistance to defray the costs of medical expenses, loss of wages, funeral and burial expenses, loss of support, impairment and other eligible losses as defined in the CIC Act that are incurred by an innocent victim of a violate crime, or other qualifying claimants, as a result of personal injury or death to the victim. Other qualifying claimants are:
- (1) A dependent relative of a deceased victim;
  - (2) The relative of a homicide victim who received mental health counseling;
  - (3) A relative responsible for funeral/burial costs;
  - (4) A sibling or parent of a victim of child sexual abuse who has received counseling;
  - (5) A victim's child who witnessed domestic violence against the parent and received counseling;
  - (6) The administrator of a deceased victim's estate; and
  - (7) Someone who was injured trying to prevent a crime or apprehend a criminal.
- d. Additional Eligibility Conditions. A claimant must also meet all the other eligibility conditions contained in the CIC Act, including, but not limited to, having fully cooperated with the police and the district attorney general in the investigation and prosecution of the offender and having filed the claim not later than one (1) year after the occurrence of the crime upon which the claim is based or as otherwise provided in the CIC Act.
- e. Use of the State's Risk Management Information System (RMIS). The Contractor acknowledges the State uses Origami as its Risk Management Information System (RMIS) for CIC claims. The Contractor shall use Origami as its system to enter on a real-time basis all claims data, including all claim-related investigative documents in lieu of interfacing the Contractor's system with Origami. Origami is a web-based application with no special software required by the Contractor. Origami shall be accessible by the Contractor via <https://live.OrigamiRisk.com> or another designated web site or IP address designated by the State in writing. The Contractor acknowledges and agrees the cost of the user licenses for the Contractor to access Origami shall be deducted from the compensation payable by the State to the Contractor as provided for in Section C.3.d below. The cost for each license is \$225 per user per month. The State agrees to provide the Contractor with the number of user licenses as described in the Contractor's Proposal. The Contractor shall have the right to request that the number of users be increased or decreased by providing a written request to the State. The Contractor shall provide all user account details as requested by the State and participate in a quarterly audit of the user accounts. To safeguard the State's data, the Contractor shall maintain the controls described in the Contractor's proposal or such other controls as shall be agreed to in writing by the Parties.
- f. Claim Adjudication Decisions and Payments.
- (1) Claim Adjudication Decisions. The Contractor shall accurately review, assess and determine eligibility and, if eligible, the compensation to be paid and to whom it should be paid. This process shall include obtaining supporting information from the claimant and a report from the district attorney general for the county in which the crime occurred. No award of compensation shall be made until a subrogation agreement is executed by the claimant to the effect that the criminal injuries compensation fund will be reimbursed to

the full amount expended by the fund less the award for any attorney's fees as provided under Tenn. Code Ann. § 29-13-112 should the claimant recover damages or compensation from the offender or from any other public or private source as a result of the injuries or death which was the basis of the claim. For purposes of this Section, compensation from "any other public or private source" includes, but is not limited to, receipt of insurance, Medicare, Medicaid, TennCare, workers' compensation, disability pay, etc. The Contractor shall either honor or deny a claim within ninety (90) days of receipt of the claim or within such shorter period as may be provided in the Claims Handling Instructions described in Section A.4.g below. It is understood and agreed that any decision made by the Contractor is subject to review and modification by the State. If the Contractor denies a claim, the Contractor shall notify the claimant by letter. The letter shall be substantially in the same form as the sample letter which shall be jointly developed by the State and the Contractor. If the Contractor approves a claim, the Contractor shall negotiate a settlement of the claim with the claimant. Once the claim is settled, the Contractor shall provide the claimant with a settlement letter, which shall be substantially in the same form as the sample letter that shall be jointly developed by the State and the Contractor. The Contractor shall thereafter, without further authorization, process the payments as provided in Section A.4.f(2) below.

- (2) Payments. Eligible payments shall be issued promptly and are payable to (i) a service provider if the approved expense is unpaid, (ii) to the victim/claimant for out-of-pocket eligible losses and (iii), if applicable, to the claimant's attorney. The current overall cumulative maximum compensation that may be awarded to all claimants due to the same criminal act may not exceed \$32,000. The State will notify the Contractor in the event the amount increases or decreases. The Contractor shall use the Origami workflows to cause payments to be issued by the State through the State's Edison system for approved CIC claims. The Contractor shall not be responsible for issuing any related Internal Revenue Service Form 1099 reports or otherwise submitting 1099 information to the IRS.
- g. Claims Handling Instructions. The current Claims Handling Instructions for the Contractor's performance of the CIC claim services are contained in Contract Attachment 2. The Contractor shall evaluate the Claims Handling Instructions for completeness, correctness, and consistency with Best Practices in the handling of the various type of CIC claims covered by this Contract. At the State's request, the Contractor shall thereafter assist the State in modifying, as is necessary or desirable, the Claims Handling Instructions. The Claims Handling Instructions shall be considered a part of this Contract as though fully set forth herein and the Contractor shall perform the services in accordance with the Claims Handling Instructions, this Contract and the documents described in Section D.30 below. The Instructions shall be subject to revision and modification by the Parties provided that no such revisions or modifications shall be inconsistent with this Contract. The Contractor shall not unreasonably withhold its consent to any such revisions or modifications proposed by the State.
- h. Subrogation. The Contractor shall identify claims wherein subrogation opportunities may arise requiring follow-up by the Contractor, place the other parties on notice and shall assist the State in obtaining subrogation. Any legal actions brought by the State to enforce subrogation shall be handled by the Tennessee Attorney General's Office.
- i. Cooperation in Litigation. The Contractor shall fully cooperate with the state of Tennessee in any hearing or trial involving a CIC claim assigned to the Contractor hereunder. Such cooperation shall include assisting the State, if requested, in preparing the defense of litigated cases, negotiating settlements, pursuing subrogation and the presentation at trial of factual information concerning the activities of particular individuals or any other information possessed by the Contractor that may be useful in the resolution of any dispute related to a CIC claim assigned to the Contractor hereunder.

- j. Victim Advocate Training. On a quarterly basis, the Contractor shall conduct CIC victim advocate training to equip advocates with the tools they need to help victims apply for compensation under the CIC Act. The training should teach advocates the application process, the appeal process and how to complete and appropriately document a CIC claim application. The Contractor shall send an invitation by email one month prior to the training to those on the State's CIC advocate mailing list. The specific topics to be covered by the training shall be mutually agreed to by the State and the Contractor. At the request of the State, training shall also be held on an ad hoc basis as may be necessary due to changes in the CIC law.
- k. Victims of Crime Act Grant. The Contractor understands the State applies annually for a Victims of Crime Act grant on behalf of the CIC Program and the SAFE Program (which Program is described in Section A.5 below) through the U.S. Department of Justice. The Contractor shall not be responsible for drafting or otherwise submitting the paperwork for the grant; however, the Contractor shall (i) maintain precise records of claims and decisions for federal and state audits, (ii) use its best efforts to obtain subrogation on CIC claims when applicable, and (iii) run and provide the necessary reports as requested by the State to assist the State in drafting the paperwork.

A.5. Sexual Assault Forensic Examine (SAFE) Services.

- a. Third Party Administrative Services In General. The Contractor shall serve as the State's third party administrator to investigate, document and otherwise assist the State in the adjustment of SAFE claims in accordance with Tenn. Code Ann. § 29-13-118, as may be amended from time to time (the "SAFE Law"). All of these claims shall be desk adjusted only. The Contractor acknowledges and agrees that it is the desire of the State to modernize its approach to the adjudication of such claims, utilize a framework of best practices, and create the appropriate outcome for the claimant regarding its situation, based on fair standards and statutory provisions, at the least cost to the State.
- b. Eligible Expenses and Claimants. The Contractor understands that the SAFE Program provides reimbursement from the CIC Fund to facilities that perform forensic medical examinations on victims of certain sexually-oriented crime as defined in the SAFE Law. Facilities must bill the CIC Fund, not the victim, and cannot seek any additional payment from the victim after payment by the Fund. The SAFE Law provides that victims of certain sexually-oriented crimes shall be entitled to forensic medical examinations without charge. Claims for forensic medical examinations may include services provided for such a sexually-oriented crime by any:
  - (1) Hospital
  - (2) Physician
  - (3) Sexual Assault Nurse Examiner (SANE) program
  - (4) Child advocacy center
  - (5) Rape crisis center
  - (6) Other medical facility

Compensable services may include those directly related to the collection of forensic materials for evidentiary purposes. Examination expenses may include emergency department, SANE or physician fee, collection of specimens, lab work, medical examination for sexual trauma and other necessary forensic-related treatment. Payment requests for exams arising from crimes occurring outside Tennessee cannot be considered if that state has a forensic exam payment program which would pay any part of the expense.

- c. Use of the State's Risk Management Information System (RMIS). The Contractor acknowledges the State uses Origami as its Risk Management Information System (RMIS) for SAFE claims. The Contractor shall use Origami as its system to enter on a real-time basis all claims data, including all claim-related investigative documents in lieu of interfacing

the Contractor's system with Origami, all in accordance and as provided in Section A.4.e above.

d. Claim Adjudication Decisions and Payments.

(1) Claim Adjudication Decisions. The Contractor shall accurately review, assess and determine eligibility and, if eligible, the compensation to be paid. The Contractor shall ensure that each claim sets forth the name and address of the victim, and any other information required by the State in order to satisfy federal regulations issued under the Victims of Crime Act of 1984, compiled generally in 42 U.S.C. § 10601 *et seq.*, as the same may be amended from time to time. The Contractor shall further ensure that each claim is accompanied by an itemized copy of the bill from the facility that conducted the examination. The bill shall, at a minimum, set forth the name of the victim, the date the examination was performed, the amount of the bill, the amount of any payments made on the bill, and the name and address of the facility that performed the examination. A claim for compensation must be filed no later than one (1) year after the date of the examination by the facility that performed the examination. The Contractor shall either honor or deny a claim within ninety (90) days of receipt of the claim or within such shorter period as may be provided in the Claims Handling Instructions described in Section A.5.e below. It is understood and agreed that any decision made by the Contractor is subject to review and modification by the State. If the Contractor denies a claim, the Contractor shall notify the claimant by letter. The letter shall be substantially in the same form as the sample letter which shall be jointly developed by the State and the Contractor. If the Contractor approves a claim, the Contractor shall negotiate a settlement of the claim with the claimant. Once the claim is settled, the Contractor shall provide the claimant with a settlement letter, which shall be substantially in the same form as the sample letter that shall be jointly developed by the State and the Contractor. The Contractor shall thereafter, without further authorization, process the payments as provided in Section A.5.d(2) below.

(2) Payments. Eligible payments shall be issued promptly. The amount of compensation that may be awarded on a claim cannot exceed one thousand dollars (\$1,000), unless increased or decreased through an amendment to the SAFE Law and shall constitute full compensation to the facility that provided the service. No provider receiving compensation from the SAFE Program is permitted to bill the victim for any additional cost related to the forensic medical examination. The Contractor shall use the Origami workflows to cause payments to be issued by the State through the State's Edison system for approved SAFE claims. The Contractor shall not be responsible for issuing any related Internal Revenue Service Form 1099 reports or otherwise submitting 1099 information to the IRS.

e. Claims Handling Instructions. The Contractor shall handle all SAFE claims from the point of filing by a facility and adjudicate all aspects of the claim. Subrogation activities do not apply to SAFE claims. The current Claims Handling Instructions for the Contractor's performance of the SAFE claim services are contained in Contract Attachment 3. The Contractor shall evaluate the Claims Handling Instructions for completeness, correctness, and consistency with Best Practices in the handling of the SAFE claims. At the State's request, the Contractor shall thereafter assist the State in modifying, as is necessary or desirable, the Claims Handling Instructions. The Claims Handling Instructions shall be considered a part of this Contract as though fully set forth herein and the Contractor shall perform the services in accordance with the Claims Handling Instructions, this Contract and the documents described in Section D.30 below. The Instructions shall be subject to revision and modification by the Parties provided that no such revisions or modifications shall be inconsistent with this Contract. The Contractor shall not unreasonably withhold its consent to any such revisions or modifications proposed by the State.

A.6. Electronic Monitoring Indigency Fund (EMIF) Services.

- a. Third Party Administrative Services In General. The Contractor shall serve as the State's third party administrator to investigate, document and otherwise assist the State in the adjustment of EMIF claims in accordance with Tenn. Code Ann. § 55-10-419, as may be amended from time to time (the "EMIF Law"). All of these claims shall be desk adjusted only. The Contractor acknowledges and agrees that it is the desire of the State to modernize its approach to the adjudication of such claims, utilize a framework of best practices, and create the appropriate outcome for the claimant regarding its situation, based on fair standards and statutory provisions, at the least cost to the State.
- b. Eligible Expenses and Claimants. The Contractor understands that the EMIF, formerly known as the DUI Monitoring Fund and the Interlock Assistance Fund, provides reimbursement to eligible individuals or entities engaged in the business of leasing, purchasing, installing, maintaining and removing devices ("Providers") used by qualifying indigent offenders ("Participants") who have been ordered by a Court or other authority to use such a device. The devices may include those that detect and report alcohol and drug use, as well as the location of the device wearer. Reimbursable services currently include (i) installation; (ii) lease; (iii) maintenance and (iv) removal.
- c. Use of the State's Risk Management Information System (RMIS). The Contractor acknowledges the State uses Origami as its Risk Management Information System (RMIS) for EMIF claims. The Contractor shall use Origami as its system to enter on a real-time basis all claims data, including all claim-related investigative documents in lieu of interfacing the Contractor's system with Origami, all in accordance and as provided in Section A.4.e above.
- d. Claim Adjudication Decisions and Payments.
  - (1) Claim Adjudication Decisions. The Contractor shall accurately review, assess and determine eligibility and, if eligible, the compensation to be paid. The Contractor shall ensure that a Provider submitting a claim for reimbursement provides the Contractor with the following information no later than ninety (90) calendar days after the device has been ordered by the court: (i) the court order requiring the device; (ii) the affidavit of indigency; (iii) an attestation from the Provider for each claim indicating that the charges contained in the claim are true and accurate and do not contain duplicate claims or charges previously submitted for reimbursement; and (iv) any other documentation to determine eligibility. The invoices must be submitted to no later than one hundred eighty (180) calendar days from the date of service.
  - (2) Payments. If determined eligible, the Provider shall be permitted to bill the Fund monthly until the device usage has concluded. Certain monetary limits apply depending on the device; however, all Providers are limited to reimbursement of \$200 per month per device for the Provider's services, unless the Contractor is notified by the State of an increase or decrease in the amount. Once the Contractor receives the information to process a request for reimbursement, the Contractor shall make eligible payments promptly. The Contractor shall make every effort to approve or deny a claim within ninety (90) days after all required information is received by the Contractor or within such shorter period as may be provided in the Claims Handling Instructions described in Section A.6.e below. The Contractor shall use the Origami workflows to cause payments to be issued by the State through the State's Edison system for approved SAFE claims. The Contractor shall not be responsible for issuing any related Internal Revenue Service Form 1099 reports or otherwise submitting 1099 information to the IRS.
- e. Claims Handling Instructions. The Contractor shall handle all EMIF claims from the point of filing by a Provider and adjudicate all aspects of the claim. Subrogation activities do not apply to EMIF claims. The current Claims Handling Instructions for the Contractor's performance of the EMIF claim services are contained in Contract Attachment 4. The Contractor shall evaluate the Claims Handling Instructions for completeness, correctness, and consistency with Best Practices in the handling of the EMIF claims. At the State's request, the Contractor shall thereafter assist the State in modifying, as is necessary or

desirable, the Claims Handling Instructions. The Claims Handling Instructions shall be considered a part of this Contract as though fully set forth herein and the Contractor shall perform the services in accordance with the Claims Handling Instructions, this Contract and the documents described in Section D.30 below. The Instructions shall be subject to revision and modification by the Parties provided that no such revisions or modifications shall be inconsistent with this Contract. The Contractor shall not unreasonably withhold its consent to any such revisions or modifications proposed by the State.

A.7. Telephone, Post Office Box, and Personnel.

- a. General Toll-Free Telephone Number. The Contractor, at its own expense, shall maintain a toll-free telephone number to respond to inquiries from claimants concerning the status of claims. Upon proper identification, the Contractor shall, to the extent possible, answer inquiries over the telephone.
- b. Post Office Box. The Contractor shall maintain a unique post office box number for the purpose of receiving claims and other correspondence in relation to this Contract.
- c. Personnel. All claims adjusters assigned by the Contractor to this Contract shall maintain office hours from 7:00 a.m. CS(D)T until 5:00 p.m. CS(D)T of each day except Saturdays, Sundays and legal holidays on which State offices are closed. The Contractor shall devote, dedicate and maintain the level of staffing and sufficient personnel to enable the Contractor to fulfill its responsibilities under this Contract, which includes adjusters, supervisors, and managers.

The Contractor shall provide the State a list of staff dedicated to this Contract at least quarterly and shall notify the State immediately of any staff changes with respect to the Contractor's services provided under this Contract. The State shall approve any replacement or additional permanent staff, and the Contractor agrees to hire these approved staff members within sixty (60) days of receiving approval from the State.

In the event the services required under the Contract exceed the capacity of the dedicated staff, the Contractor shall immediately notify the State of this condition, and the Contractor may temporarily utilize trained adjusters or other staff employed by the Contractor to perform the services required under this Contract. In the event the State reasonably determines that additional staff is required for the Contractor to perform the services under this Contract, the State may direct the Contractor to add one or more members to its permanent staff dedicated to this Contract.

A.8. Communications Between Contractor and State.

- a. Meetings. The Contractor shall meet with the State in Nashville, Tennessee on a monthly basis to discuss such issues as strategies on open claims, tort claim reserve changes, general claims administration and other issues as determined by the State. The meetings shall take place at a time mutually agreed to by the Parties, and shall be held at the State's facilities in Nashville, Tennessee, or, with the State's approval, via telephone or web-based conference.
- b. Reports.
  - (1) Weekly. On a weekly basis, the Contractor shall provide an aging report for all claims pending a decision on compensability.
  - (2) Monthly. The Contractor shall further provide to the State monthly reports containing the following information: (i) loss run information summarizing the number of claims opened, closed and pending; (ii) the amounts paid and (for tort claims, amounts reserved); (iii) for tort claims, loss analysis by agency showing number of claims, amount paid, amount incurred and etc.; (iv) for tort claims, payment activity report by department/division code

and location; (v) caseload count by adjuster; and (vi) subrogation recoveries and refunds for tort and CIC claims. The monthly report shall be due on the last business day of the month and shall cover the information described in this subparagraph as of the previous month end.

- (3) Quarterly. On a quarterly basis, the Contractor shall provide the State with a listing of all reserve changes for tort claims, a loss analysis showing claims by type of injury, location of injury and etc., and a listing of the average accident reporting time (i.e., from the date of injury to the date of filing a claim). The listings and analysis shall cover the information described in this subparagraph occurring since the previous quarter.
  - (4) Miscellaneous. Upon the State's request, the Contractor shall further provide written status reports to the State for all claims. The reports shall include the name of the claimant, claimant's last four digits of his/her social security number, date of injury, claims examiner, claim number, client location, date claim reported, next diary review date, description of incident, nature of injury and medical summary, adjuster's most recent status report, supervisor's most recent comments, subrogation, litigation and such additional information as shall be mutually agreed to by the Parties.
- A.9. SAFE Provider and EMIF Vendor Training. On a semiannual basis, the Contractor shall conduct SAFE provider and EMIF vendor training to teach vendors and providers the application process, reimbursement procedures and how to complete and appropriately document a SAFE or EMIF claim application, as applicable. The specific topics to be covered by the training shall be mutually agreed to by the State and the Contractor. At the request of the State, training shall also be held on an ad hoc basis as may be necessary due to changes in the SAFE or EMIF law.
  - A.10. Customer Service Comments. The Contractor shall share with the State any adverse or positive comments made by Tennessee state employees, Tennessee state entities, and the claimants on the performance of the services under this Contract by the Contractor's personnel and subcontractors.
  - A.11. Review Process Audit. At the State's direction, the Contractor shall provide to independent auditors selected by the State access to the Contractor's facilities, including the facilities of any subcontractors the Contractor uses to perform the services under this Contract, during regular business hours for the purpose of on-site review at dates and times as mutually agreed. The Contractor shall further provide to such auditors case specific documentation requested by the auditors.
  - A.12. Record Retention/Data Ownership. The Contractor shall maintain all pertinent records for seven (7) years from the date of activity. All such data is the property of the State and shall be provided to the State by the Contractor upon request in a reasonable format specified by the State.
  - A.13. Timetable for Transitioning of Services. The Contractor agrees that all services hereunder shall be transitioned to the Contractor as provided in the Contractor's Proposal unless otherwise agreed to in writing by the Parties.
  - A.14. Statement on Standards for Attestation Engagements. On at least an annual basis, the Contractor shall have a Statement on Standards for Attestation Engagement No. 16 (SSAE16 or SOC 1 and/or the SSAE 16 SOC2), Type II independent service auditor's report prepared for its service organization, and provide copies of each such report to the State during the Contract term. The audit must detail that the Contractor's processes, procedures and controls pertaining to the management of the State's tort, CIC, SAFE and EMIF claims, the management of the State's money and the management of the State's data have been formally evaluated and tested.
  - A.15. Cyber Incidents or Breaches. The Contractor shall immediately provide to the State all information and reports relative to cyber incidents or breaches that could negatively impact claimants or other State data, or that could negatively impact the services provided under this Contract. This includes information and reports in the possession of any subcontractor or cyber



security firm acting on behalf of the Contractor for the purpose of detecting corruption, fraud, compliance, operational efficiencies, disaster recovery plan, business continuity plan or cyber response plans.

- A.16. Client Conferences. On an annual basis during the term of this Contract, the Contractor shall invite two (2) relevant State employees selected by the State to participate in client conferences hosted by or on behalf of the Contractor and all other similar educational activities provided by the Contractor and normally offered to the Contractor's clients based on geographic location (collectively, "Client Conferences").

Any invitations to State employees to participate in Client Conferences shall be considered part of the services rendered by the Contractor under this Contract, and all costs, including round-trip airfare, registration fees, materials, lodging, meals and refreshments related to the Client Conferences shall be deemed a part of this Contract.

If the costs borne by the Contractor under this Section A.16 are initially borne by the State, the Contractor shall reimburse the State for such costs. The State does not consider the opportunities available to relevant State employees pursuant to this provision to be gifts pursuant to the State's Gifts and Solicitations Policy, which is described in Section A.18 below.

- A.17. Transition of Services Upon Termination. Upon the natural expiration of this Contract or in the event of its termination for any reason, the Contractor shall transfer in accordance with the State's instructions all records and data collected on behalf of the State pursuant to this Contract to whomever the State may designate in writing to the Contractor. The Contractor agrees to cooperate with the State, and any subsequent contractor selected by the State to perform the services hereunder, in the transition and conversion of such services. This shall include the Contractor providing a copy of the claims history for claims, and other data and investigative files, which shall be furnished on an electronic data processing tape or such other data processing format as is reasonably compatible with the data processing system maintained by the State. Additionally, the Contractor shall provide all information necessary to properly interpret the data supplied. To ensure continuous operation of the tort, CIC, SAFE and EMIF programs and upon thirty (30) calendar days' notice, this information shall be provided to the State or its designated agent at least forty-five (45) calendar days prior to the termination or expiration date of this Contract. Further, the State may require the Contractor to provide this information at various other times prior to or after the termination or expiration date of this Contract. It shall be the responsibility of the Contractor to adjudicate all tort and CIC claims delivered to it before the termination or expiration of the Contract. All tort and CIC claims delivered after the termination or expiration of the Contract must be forwarded to the State or its designated agent.

- A.18. Applicable Gifts and Solicitations Policy. The Contractor shall not offer to give, or give, any gift to any employee of the State or to any member of a Board, Commission or Committee administratively attached to the State that would violate the State's Gifts and Solicitations Policy, included as Contract Attachment 5 to this Contract.

- A.19. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.20. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on December 1, 2020 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT (\$NUMBER)] ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
  - b. The Contractor shall be compensated based upon the following payment methodology:

<b><u>TORT CLAIMS</u></b>		
<b>HIGHWAYS AND BRIDGES (H&amp;B):</b>		
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>

	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
H & B claims having reserves between \$0 — \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
H & B claims having reserves between \$2,501 — \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
H & B claims having reserves between \$5,001 — \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
H & B claims having reserves between \$5,001 — \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
H & B claims having reserves between \$5,001 — \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
H & B claims having reserves between \$10,001 — \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

TORT CLAIMS					
HIGHWAYS AND BRIDGES (H&B):					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
H &B claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
H &B claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
TORT CLAIMS					
AUTO OR OTHER LAND, AIR OR SEA CONVEYANCE LIABILITY (AL):					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
AL claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
AL claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
AL claims having reserves between \$5,001 – \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
AL claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

TORT CLAIMS					
AUTO OR OTHER LAND, AIR OR SEA CONVEYANCE LIABILITY (AL):					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
AL claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
AL claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
AL claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
AL claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
TORT CLAIMS					
CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY (C&CP)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
C&CP claims having reserves between \$0 – \$2,500	\$_____ per claim assigned for adjudication	Same as first year of the contract			
C&CP claims having reserves between \$2,501 – \$5,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
C&CP claims having reserves between \$5,001 – \$10,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			

<u><b>TORT CLAIMS</b></u>					
<b>CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY (C&amp;CP)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
C&CP claims having reserves between \$10,001 – \$25,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
C&CP claims having reserves between \$25,001 – \$50,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
C&CP claims having reserves between \$50,001 – \$100,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
<u><b>TORT CLAIMS</b></u>					
<b>T.C.A. § 9-8-111 EMPLOYEE PROPERTY DAMAGE (EPD)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
EPD claims having reserves between \$0 – \$2,500	\$____ per claim assigned for adjudication	Same as first year of the contract			
EPD claims having reserves between \$2,501 – \$5,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
EPD claims having reserves between \$5,001 – \$10,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
EPD claims having reserves between \$10,001 – \$25,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
EPD claims having reserves between \$25,001 – \$50,000	\$____ per claim assigned for adjudication	Same as first year of the contract			
EPD claims having reserves between \$50,001 – \$100,000	\$____ per claim assigned for adjudication	Same as first year of the contract			

<b><u>TORT CLAIMS</u></b>					
<b>OPERATION OF MACHINERY OR EQUIPMENT (OM)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
OM claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$5,001 – \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

TORT CLAIMS					
OPERATION OF MACHINERY OR EQUIPMENT (OM)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
OM claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
OM claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
TORT CLAIMS					
DANGEROUS CONDITIONS ON STATE CONTROLLED REAL PROPERTY, INCLUDING NEGLIGENT CONSTRUCTION OF STATE SIDEWALKS AND BUILDINGS (CSP)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
CSP claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CSP claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CSP claims having reserves between \$5,001 – \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CSP claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			



<u><b>TORT CLAIMS</b></u>					
<b>DANGEROUS CONDITIONS ON STATE CONTROLLED REAL PROPERTY, INCLUDING NEGLIGENT CONSTRUCTION OF STATE SIDEWALKS AND BUILDINGS (CSP)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
CSP claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CSP claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CSP claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CSP claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
<u><b>TORT CLAIMS</b></u>					
<b>CARE, CONTROL, &amp; CUSTODY OF PERSON (CC&amp;CP)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
CC&CP claims having reserves between \$0 – \$2,500	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CC&CP claims having reserves between \$2,501 – \$5,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			

TORT CLAIMS					
CARE, CONTROL, & CUSTODY OF PERSON (CC&CP)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
CC&CP claims having reserves between \$5,001 – \$10,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CC&CP claims having reserves between \$10,001 – \$25,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CC&CP claims having reserves between \$25,001 – \$50,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CC&CP claims having reserves between \$50,001 – \$100,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
TORT CLAIMS					
DANGEROUS CONDITIONS ON STATE MAINTAINED HIGHWAYS (DHC)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
DHC claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
DHC claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
DHC claims having reserves between \$5,001 – \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

TORT CLAIMS					
DANGEROUS CONDITIONS ON STATE MAINTAINED HIGHWAYS (DHC)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
DHC claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
DHC claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
DHC claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
DHC claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
DHC claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
TORT CLAIMS					
NUISANCE CREATED OR MAINTAINED (NCM)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
NCM claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

<b><u>TORT CLAIMS</u></b>					
<b>NUISANCE CREATED OR MAINTAINED (NCM)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
NCM claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NCM claims having reserves between \$5,001 – \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NCM claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NCM claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NCM claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NCM claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NCM claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

<b><u>TORT CLAIMS</u></b>					
<b>CARE, CUSTODY OR CONTROL OF ANIMALS (CCORA)</b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
CCORA claims having reserves between \$0 – \$2,500 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$2,501 – \$5,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$5,001 – \$10,000 (property damages only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$5,001 – \$10,000 (bodily injuries only)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$5,001 – \$10,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$10,001 – \$25,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$25,001 – \$50,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			
CCORA claims having reserves between \$50,001 – \$100,000 (includes both bodily injuries <u>and/or</u> property damages)	\$_____ per claim assigned for adjudication	Same as first year of the contract			

TORT CLAIMS					
NEGLIGENT DEPRIVATION OF STATUTORY RIGHTS AND/OR UNCONSTITUTIONAL TAKING OF PRIVATE PROPERTY (NDSR/UTPP)					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
NDSR/UTPP claims having reserves between \$0 – \$2,500	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NDSR/UTPP claims having reserves between \$2,501 – \$5,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NDSR/UTPP claims having reserves between \$5,001 – \$10,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NDSR/UTPP claims having reserves between \$10,001 – \$25,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NDSR/UTPP claims having reserves between \$25,001 – \$50,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
NDSR/UTPP claims having reserves between \$50,001 – \$100,000	\$_____ per claim assigned for adjudication	Same as first year of the contract			
TORT CLAIMS					
ASSUMPTION OF ALL TORT TAKE-OVER CLAIMS					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
Assumption of all Tort Take-Over Claims  Note: "Take-Over Claim" is defined in Section C.3.c below. <b>Note:</b> Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning January 1, 2021.	\$_____ (flat annual amount for all claims)	N/A			

<b><u>CRIMINAL INJURY COMPENSATION (CIC) CLAIMS</u></b>					
<b>SERVICE DESCRIPTION</b>		<b>Amount (per compensable increment)</b>			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
Assault claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Homicide claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Child Sexual Abuse claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Robbery by Force claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Adult Sexual Assault claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Drunk Driver claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Vehicular Non-DUI claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Hit and Run claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Child Physical Abuse claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Stalking claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Kidnapping claims	\$____ per claim assigned for adjudication	Same as first year of the contract			

CRIMINAL INJURY COMPENSATION (CIC) CLAIMS					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
Arson claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Human Trafficking claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Terrorism (Domestic) claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Denied claims	\$____ per claim assigned for adjudication	Same as first year of the contract			
Assumption of all CIC Take-Over Claims  Note: "Take-Over Claim" is defined in Section C.3.c below.  <b>Note:</b> <i>Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning January 1, 2021.</i>	\$_____ (flat annual amount for all claims)	N/A			
SEXUAL ASSAULT FORSENIC (SAFE) AND ELECTRONIC MONITORING INDIGENCY FUND (EMIF) CLAIMS					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
Assumption of all SAFE and EMIF Take-Over Claims  Note: "Take-Over Claim" is defined in Section C.3.c below.  <b>Note:</b> <i>Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning January 1, 2021.</i>	\$_____ (flat annual amount for all claims)	N/A			



SEXUAL ASSAULT FORSENIC (SAFE) AND ELECTRONIC MONITORING INDIGENCY FUND (EMIF) CLAIMS					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
All other SAFE and EMIF Claims  <i><b>Note:</b> Invoices for this annual fee shall be submitted on a monthly basis and in arrears, beginning on January 1, 2021.</i>	\$ _____ (flat annual amount for all claims)	Same as first year of the contract			
Annual 1% Claim Variance Adjustment for SAFE and EMIF Claims (as defined and described in Section C.3.e below) – Does not apply to Take-Over Claims.	\$ _____ (flat amount)	Same as first year of the contract			
<b><u>CALL CENTER SERVICES</u></b>					
<b>NOTE: The cost for these services will be paid as part of the claim file and not invoiced to the State pursuant to Section C.5. below</b>					
SERVICE DESCRIPTION		Amount (per compensable increment)			
	December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024	December 1, 2024 — November 30, 2025
Call Center Services as described in Section A.3.b(8) of the Pro Forma Contract (RFP Attachment 6.6)	\$_____ per call for the initial reporting of a tort claim or tort incident	Same as first year of the contract			

**INVESTIGATION SERVICES**

**NOTE: The cost for these services will be paid as part of the claim file and not invoiced to the State pursuant to Section C.5. below**

SERVICE DESCRIPTION		Amount (per compensable increment)			
		December 1, 2020 — November 30, 2021	December 1, 2021 — November 30, 2022	December 1, 2022 — November 30, 2023	December 1, 2023 — November 30, 2024
Electronic Surveillance	\$____ per hour	Same as first year of the contract			
Investigator in Person Surveillance	\$____ per hour	Same as first year of the contract			
Social Media Search	\$____ per hour	Same as first year of the contract			
Medical Canvassing	\$____ per hour	Same as first year of the contract			
Pharmacy Canvassing	\$____ per hour	Same as first year of the contract			
Lawsuit Canvassing	\$____ per hour	Same as first year of the contract			
Accident Reconstruction	\$____ per hour	Same as first year of the contract			
Activity Checks	\$____ per hour	Same as first year of the contract			
Other Investigative Tools/Technology that could be used in reducing the liability of a claim	\$____ per hour	Same as first year of the contract			

- c. A "Take-Over Claim" means a claim already received by the State prior to the commencement date of this Contract for which a decision as to compensability has been made but which is still open. Compensation for the assumption of Take-Over Claims will be for the first year of this Contract only.

- d. The cost of the user licenses for the Contractor to access Origami shall be deducted from the compensation payable by the State to the Contractor each month. The cost for each license is \$225 per user per month.
- e. In the event of a claim frequency variance in excess of + or - 10% in the total number of received SAFE and EMIF claims, using the Date Administrator Notified field in the Origami system, the flat fee associated with the subsequent service year shall be adjusted. This adjustment will be capped at a 15% variance from the original estimated claim count below. If the claim count variance is less than or equal to 10%, there shall be no adjustment of the annual fee. This additional annual flat fee or credit shall apply to each 1% variance of claim count between 10% and 15%. This variance may result in an additional fee to the Contractor or a credit to the State. This claim count evaluation shall take place on November 30, 2021 for the December 1, 2021 – November 30, 2022 contract period, and on each November 30 thereafter through November 30, 2024 for the December 1, 2024 – November 30, 2025 contract period.

Total Original Estimated Claim Count: 4,629

- f. In the event the initial reserve amount on a tort claim is different than the final reserve amount on that claim such that the per claim fee associated with that claim is higher or lower than the amount paid by the State to the Contractor, the per claim fee for that claim shall be adjusted. The adjustment may result in an additional fee to the Contractor or a credit to the State.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation at the end of each month covering all claims assigned by the State to the Contractor during that month to the following address:

Accounts Payable Section  
 Division of Administrative Services  
 Tennessee Treasury Department  
 14<sup>th</sup> Floor, Andrew Jackson State Office Building  
 502 Deaderick Street  
 Nashville, Tennessee 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
  - (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Tennessee Treasury Department, Division of Claims and Risk Management;
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;

- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Rodney Escobar, Director  
 Division of Claims and Risk Management  
 15th Floor, Andrew Jackson State Office Building  
 502 Deaderick Street  
 Nashville, Tennessee 37243 – 0202  
[rodney.escobar@tn.gov](mailto:rodney.escobar@tn.gov)  
 Telephone # (615) 741-2734  
 FAX # (615) 532-4979

The Contractor:

[CONTRACTOR CONTACT NAME & TITLE]  
 [CONTRACTOR NAME]  
 [ADDRESS]  
 [EMAIL ADDRESS]  
 Telephone # [NUMBER]  
 FAX # [NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this

Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Contract Attachment 6, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or

other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.



- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force

Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Contract Attachments 1 - 6;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of

insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy**

**limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).  
The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.3. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
  - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the

opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:  
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed

representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
  - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: One (1) hour
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Four (4) hours
  - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.



- E.4. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 30901-47120 (Attachment 6.2, Section B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.5. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.6. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.

Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.7. Additional Subcontracting Requirements. The Contractor shall ensure in all subcontracts between it and the Contractor's State approved subcontractors that each subcontract shall contain the sections of "Confidentiality of Records", and "HIPAA Compliance" (as identified by the section headings) as these may be modified from time to time. Notwithstanding any use of State approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed by its subcontractors or other providers of goods or services.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor

IN WITNESS WHEREOF,

[CONTRACTOR LEGAL ENTITY NAME]:

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CONTRACTOR SIGNATURE

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DATE

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PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE TREASURY DEPARTMENT:

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DAVID H. LILLARD, JR., STATE TREASURER

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DATE

## Contract Attachment 1

### Tort & Employee Property Damage Basic Claim Handling Instructions and Expectations

#### Information

A citizen or entity alleging negligence on the part of the State of Tennessee, or an employee of the State, may file a claim so long as it is permissible under statutory law. Claims may be based on a variety of circumstances. Examples of liability claims allowed by the statute include, but are not limited to, negligent operation of state vehicle; negligently created or maintained hazard on state property; hazardous conditions on state highway; and, negligent care/custody/control of personal property. Employees may file a claim for loss of or damage to person property (on a limited basis), as well.

The claims process is administered by the Division of Claims and Risk Management ("DCRM") within the Tennessee Department of Treasury. Permission to settle claims rests solely with the Attorney General of the State of Tennessee ("AGO") unless specifically outlined in the delegation of authority (to DCRM) document in effect at any given time.

#### Guiding Statutes

T.C.A. 9-8-307 Negligence - Claims Coverage

T.C.A. 9-8-111 Personal Property Damage (Re: Employee Property Damage or "EPD")

T.C.A. 9-8-109 Risk Management Fund

T.C.A. 9-8-402 Claims Administration & Claims Commission

#### Handling Instructions

1. TPA will handle the claim from the point of filing by a claimant/party and adjudicate all aspects of the claim relative to the handling instructions outlined herein, claims authority documents/schedules, applicable State or Federal laws, and any other instructions specified by the Tennessee Treasury Department ("Department").
2. TPA will use their own tort system to track and adjudicate claims and must provide user permissions to certain Department staff, and data must be loaded to the Department's OrigamiRisk system via electronic interface daily.
3. TPA will make payment in their system and supply the Treasury Accounting Division a list of payments made that serves as a request for debit by ACH, subject to a written agreement between the parties and approved by the Tennessee Department of Finance and Administration. A document known as a Service Level Agreement ("SLA") is required to be executed by all parties.
4. TPA is responsible for any Medicare filings, 1099 or other responsibilities resulting from the processing of tort and EPD claims for the State.
5. A claimant must file a claim with the DCRM within one (1) year of the date of event giving rise to the claim when the allegations and losses involve bodily injury and within three (3) years of the date of the event giving rise to the claim when the allegations and losses involve property loss/damage.
6. A claim be filed by various means including electronic and paper. However, with the successful implementation of the Department's online portal in July 2019 and a usage rate of near 80% already, the Department prefers sustaining the momentum regarding electronic filing options.
7. Date received (State business day) is to be captured and used to establish the timeline required for completion of a claim, currently ninety (90) days per statute.
8. TPA is exclusively responsible for setting and updating reserves for a claim not being handled by the Attorney General's Office ("AGO").
9. A new claim falling within the guidelines for AGO handling must be immediately identified and the file transferred to AGO.
10. TPA will operate and respond to claimants via phone, email, and utilize a call center structure for intake/notification of certain types of claims as desired and agreed upon with the Department.

11. TPA will respond to all claimant calls within twenty-four (24) hours from time of call.
12. TPA will keep track of calls and recordings of calls for review by the State.
13. TPA will keep notes of file activities and make them available to the State as requested.
14. TPA will ensure that its system and process are consistently meeting or exceeding industry standards for data integrity, separation of duties, data backups, business resumption, etc.
15. EPD claims by an employee for glasses may be considered for a reasonable sum not to exceed \$400 (for glasses replacement not examination). This is paid only if it was not claimed through a workers' compensation claim filed with State's TPA. If there is a WC claim, we typically refer the claimant back to WC TPA for coverage of the item.
16. EPD vehicle claims from employees may be considered only when they are required to use their personal vehicle for work, they are being paid mileage and the event happened during the course/scope of work. We can pay their deductible or repair cost, whichever is less. If there is no insurance, we pay up to \$500 or the amount of deductible (usually \$1,000 or less). This is for property repair, no extras.
17. TPA will adhere to Key Performance Indicators ("KPI") outlined and help identify any useful in managing the claims processing that the State may find useful.
18. TPA and Department will agree on any required communications, reports, or routine notifications the Department requires to stay apprised of performance and this line of business. This may include weekly meetings to start, then later progressing to monthly meetings and reports. Monthly reports include, but are not limited to, number of claims opened, number of claims closed, average days to process claims, and payments made.
19. TPA is responsible for all documents required for payments as a result of a successful tort or EPD claim including, for example, an attorney's W-9 form.
20. TPA is responsible for timely notification of a decision to a claimant (or the claimant's attorney, if applicable).
21. The tort maximum per person is \$300,000 and per incident \$1,000,000 and the TPA is responsible for tracking related cases to ensure that the maximums are not exceeded.
22. TPA may process settlements agreed upon by the State when settling above the typical authority limit. TPA and Department will address this procedure and agree upon the specifics after execution of a contract with the State.
23. TPA will be responsible for inquiries regarding a claim, a decision, a payment or filing instructions.
24. TPA will promptly prepare a file, when applicable, and transfer to the AGO to support the State's position when a claim is on appeal with the Tennessee Claims Commission.
25. TPA will process any payments as warranted based on a decision by the Tennessee Claims Commission.
26. TPA may request that a claimant sign a release of liability, however, the claimant can technically still appeal the decision to the Tennessee Claims Commission. The release may be used to defend the State's position, however.
27. A request for additional compensation may be appropriate, depending on the circumstances of the claim, if a prior release of liability has not yet been executed by the claimant.
28. Claims in progress will be handled by the TPA on an agreed upon transition after execution of the contract.
29. The following will be addressed immediately after a TPA of record has executed a contract.
  - a. Transition plan, including training.
  - b. Records requests.
  - c. Report generation schedule.
  - d. Process for coordinating settlement approval from AGO on Tort over \$50,000 but less than \$100,000.
  - e. Reconsidering a claim.
  - f. Document retention and handling of information stored by TPA but the property of the State relative to archiving.

**CONTRACT ATTACHMENT 2**

## **Criminal Injuries Compensation ("CIC") Program Basic Claim Handling Instructions and Expectations**

**Information**

The Criminal Injuries Compensation ("CIC") Program is administered by the Division of Claims and Risk Management ("DCRM") within the Tennessee Department of Treasury. The payments are made from the Criminal Injuries Compensation Fund.

A victim of a crime committed in the State of Tennessee may be eligible to file for reimbursement for losses outlined in the statute if he/she meets the eligibility criteria. When a victim is deceased, a "relative" of a victim may also file for funeral and burial related losses or mental health counseling if applicable.

A victim over the age of 18 is presumed to be able to file on his/her own behalf, but the victim or a claimant filing an application may seek assistance of an attorney when filing. Additionally, a victim who is under 18 or unable to file on his/her own behalf, may have an appropriate adult file the claim to seek benefits for the victim (or a dependent of a deceased victim). The Fund is one of last resort as it relates to compensable losses for qualifying persons under the CIC Program.

There are various caps on certain types of expenses, but the cumulative cap excluding attorney's fees is currently \$32,000. Attorney's fees may be paid up to a separate statutory limit for an attorney who represents someone when the claim is approved. This fee is paid in addition to the expenses reimbursed to or on behalf of the victim or claimant.

**Guiding Statute(s)**

T.C.A. § 29-13-101 et seq.

**Handling Instructions**

1. TPA will handle the claim from the point of filing by a victim or claimant and adjudicate all aspects of the claim relative to the handling instructions outlined herein, claims authority documents/schedules, applicable State or Federal laws, and any other instructions specified by the Tennessee Treasury Department ("Department").
2. TPA will use the State's OrigamiRisk system.
3. The TPA will use the Origami workflows to cause payments to be issued by the State through the State's Edison system for approved CIC claims.
4. The filing party must adhere to the filing deadline for the circumstances. For adults, the deadline is one (1) year from the date of the crime. For a victim who was a minor at the time of the crime, the deadline for the claimant filing for that minor's benefits has until the minor is 18 years of age (or the victim may file him/herself age 18 to 19). These deadlines may be waived if good cause is shown.
5. By the time of execution of a contract, a claimant will be permitted to file a claim via online portal or a paper claim. We prefer that this program migrate towards electronic filing.
6. Date received (State business day) is to be captured and used to establish the timeline required for completion of a claim, currently ninety (90) days per statute. We do have some processing variances that affect this deadline sequence for this program's claims.
7. TPA is exclusively responsible for having all open matters "open" at the State's fiscal year end to ensure that accrued liabilities can be accurately estimated.
8. TPA will operate and respond to inquiries via phone and email as agreed upon with the Department.
9. TPA will respond to all calls within twenty-four (24) hours from time of call.

10. TPA will keep track of calls and recordings of calls for review by the State.
11. TPA will keep notes of file activities and make them available to the State as requested.
12. TPA will review documentation provided by the claimant, and there is a lot of variety in what may be claimed and how that is documented. Most claims result in assessments/calculations for outstanding medical expenses, lost wages, and funeral and burial expenses.
13. TPA will review documentation provide a notice of claim and a copy of certain documents to the appropriate prosecutor's office within ten (10) calendar days of receipt. The TPA will review information a prosecutor provides to assist in determining preponderance of evidence that a crime occurred as it relates to the review of a claim for eligibility.
14. TPA will adhere to Key Performance Indicators ("KPI") outlined and help identify any useful in managing the claims processing that the State may find useful.
15. TPA and Department will agree on any required communications, reports, or routine notifications the Department requires to stay apprised of performance and this line of business. This may include weekly meetings to start, then later progressing to monthly meetings and reports. Monthly reports include, but are not limited to, number of claims opened, number of claims closed, average days to process claims, and payments made.
16. Reports for federal reporting requirements will be required to be prepared for the Department on a quarterly basis to meet the established deadlines for the federal government's grant conditions/requirements for quarterly and annual reporting. The Department will, however, file any grant requests and related reports.
17. Reports will include certain data required for federal reporting to maintain strict compliance standards relative to the Victims of Crime Act reporting requirements.
18. Financial reports will include certain data required for federal reporting to maintain strict compliance standards relative to the Victims of Crime Act reporting requirements.
19. TPA is responsible for timely notification of a decision to the claimant (or his/her attorney).
20. TPA will track and monitor related claims (to one incident) to ensure that the cumulative total for payments for one examination do not exceed the maximum applicable to the crime date. Sometimes the sum available must be pro-rated, and there is a priority to the way the program has allotted funds when there are insufficient moneys available to pay all compensable expenses.
21. TPA will apply the cost containment measures outlined in the statute for expenses this affects.
22. TPA will be responsible for inquiries regarding a claim, a decision, a payment or filing instructions.
23. Claims in progress will be handled by the TPA on an agreed upon transition after execution of the contract.
24. The following will be addressed immediately after a TPA of record has executed a contract.
  - a. Transition plan, including customer training/awareness.
  - b. Records requests.
  - c. Reconsidering a claim.
  - d. Document retention and handling of information stored by TPA but the property of the State relative to archiving.

## Contract Attachment 3

### Sexual Assault Forensic Examination ("SAFE") Basic Claim Handling Instructions and Expectations

#### Information

The Sexual Assault Forensic Examination ("SAFE") reimbursement program is administered by the Division of Claims and Risk Management ("DCRM") within the Tennessee Department of Treasury. The payments are made from the Criminal Injuries Compensation Fund.

A medical professional or facility that performs a sexual assault forensic examination for a person who seeks treatment and states he/she was the victim of a sexual assault may file for the expenses associated with the exam and collection of evidence for use in a court of law. Exams are covered for persons of sexually oriented crimes as outlined in Tenn. Code Ann. § § 39-13-502—29-13-506, 39-13-522, 39-13-531, 29-13-532, and 39-13-527 that occurred on or after July 1, 2007.

The patient cannot file for this expense him/herself. Only the facility shall bill the Fund. No bill shall be submitted to a victim for an exam of this sort, and the victim is not responsible for the balance after the maximum has been paid for said exam and the facility must accept the payment as payment in full.

Example of facilities filing claims: rape crisis center, hospital, child advocacy center, etc. The current maximum reimbursement level is \$1,000 per incident.

#### Guiding Statute

T.C.A. § 29-13-118

#### Handling Instructions

1. TPA will handle the claim from the point of filing by a facility and adjudicate all aspects of the claim relative to the handling instructions outlined herein, claims authority documents/schedules, applicable State or Federal laws, and any other instructions specified by the Tennessee Treasury Department ("Department").
2. TPA will use the State's OrigamiRisk system.
3. The TPA will use the Origami workflows to cause payments to be issued by the State through the State's Edison system for approved SAFE claims.
4. A facility must file a claim with the DCRM within one (1) year of the date of service.
5. Currently, a request must be filed using the online portal for this program on the Origami/Risk system used by the DCRM.
6. Date received (State business day) is to be captured and used to establish the timeline required for completion of a claim, currently ninety (90) days per statute.
7. TPA is exclusively responsible for having all open matters "open" at the State's fiscal year end to ensure that accrued liabilities can be accurately estimated.
8. TPA will operate and respond to inquiries via phone and email as agreed upon with the Department.
9. TPA will respond to all calls within twenty-four (24) hours from time of call.
10. TPA will keep track of calls and recordings of calls for review by the State.
11. TPA will keep notes of file activities and make them available to the State as requested.
12. TPA will review documentation provided by the facility including, but not limited to the required itemized bill and the Provider Declaration form (or medical records in the alternative).
13. TPA will adhere to Key Performance Indicators ("KPI") outlined and help identify any useful in managing the claims processing that the State may find useful.
14. TPA and Department will agree on any required communications, reports, or routine notifications the Department requires to stay apprised of performance and this line of business. This may

include weekly meetings to start, then later progressing to monthly meetings and reports. Monthly reports include, but are not limited to, number of claims opened, number of claims closed, average days to process claims, and payments made.

15. Reports for federal reporting requirements will be required to be prepared for the Department on a quarterly basis to meet the established deadlines for the federal government's grant conditions/requirements for quarterly and annual reporting. The Department will, however, file any grant requests and related reports.
16. Reports will include certain data required for federal reporting to maintain strict compliance standards relative to the Victims of Crime Act reporting requirements.
17. Financial reports will include certain data required for federal reporting to maintain strict compliance standards relative to the Victims of Crime Act reporting requirements.
18. TPA is responsible for timely notification of a decision to a facility.
19. TPA will track related claims (to one incident) to ensure that the cumulative total for payments for one examination do not exceed \$1,000. This sum may be pro-rated if necessary. When the amount is met, no further payment can be made by the CICF but the facility also cannot bill the patient.
20. TPA will be responsible for inquiries regarding a claim, a decision, a payment or filing instructions.
21. Claims in progress will be handled by the TPA on an agreed upon transition after execution of the contract.
22. The following will be addressed immediately after a TPA of record has executed a contract.
  - a. Transition plan, including customer training/awareness.
  - b. Records requests.
  - c. Reconsidering a claim.
  - d. Document retention and handling of information stored by TPA but the property of the State relative to archiving.



**Contract Attachment 4**

## **Electronic Monitoring Indigency Fund ("EMIF") Basic Claim Handling Instructions and Expectations**

**Information**

The Electronic Monitoring Indigency Fund ("EMIF") is administered by the Division of Claims and Risk Management ("DCRM") within the Tennessee Department of Treasury.

A provider who provides a monitoring device and monitors an alleged offender or convicted offender per a court order, if applicable under state law, may file for reimbursement for participants who are proven indigent and that fall within the guidelines of the EMIF. A provider of interlock ignition devices must also be a certified installer/monitor approved by the Department of Safety and Homeland Security. All providers must comply with applicable state laws and regulations related to the use of such devices and the guiding statutes of the EMIF.

Currently, a qualified provider may submit a claim for reimbursement from the EMIF for the following costs:

- (a) the costs associated with the lease, purchase, installation, removal and maintenance of Ignition Interlock Devices, or with any other cost or fee associated with a functioning Ignition Interlock Device for DUI offenses occurring on or after January 1, 2011;
- (b) the costs associated with the use of a transdermal monitoring device or other alternative alcohol or drug monitoring devices if required in connection with certain offenses pursuant to a statute that authorizes reimbursement from the EMIF (currently T.C.A. §§ 55-10-402(h)(7), 40-11-118(d), 40-11-148, 40-28-117(a)(2)(A), 40-15-105, 40-35-313 and 40-35-303) provided that the devices were required on or after July 1, 2016 (note that generally, these statutes require the underlying offense to be either DUI or an offense where alcohol or drugs was a contributing factor); and
- (c) the costs associated with the use of a GPS device if required in connection with certain offenses pursuant to a statute that authorizes reimbursement from the EMIF (currently T.C.A. § 40-11-152 and 55-10-402(d)(2)(A)(iii) and (h)(7); provided that the devices were required on or after July 1, 2019). Generally, these statutes require the underlying offense to be DUI; stalking; domestic violence; rape; sexual battery; or violation of an order of protection.

The most common devices ordered by the court are drug and alcohol monitoring devices, including: transdermal, ignition interlock, drug patch and mobile breathalyzer. GPS devices may also be eligible.

While there are reimbursement caps for interlock devices, no reimbursement from EMIF can exceed \$200 per month per device for any participant's invoices processed by the EMIF.

There is a cost-sharing program for the non-interlock devices and only those counties participating may order and expect reimbursement from EMIF. Providers may not file items related to new participants in non-participating counties as of FY2020. Participating counties may vary from year to year.

**Handling Instructions**

1. TPA will handle the claim from the point of filing by a vendor and adjudicate all aspects of the claim relative to the handling instructions outlined herein, claims authority documents/schedules, applicable State or Federal laws, and any other instructions specified by the Tennessee Treasury Department ("Department").
2. TPA will use the State's OrigamiRisk system.

3. The TPA will use the Origami workflows to cause payments to be issued by the State through the State's Edison system for all approved EMIF claims.
4. A vendor must file a claim for a new participant (or an amended court order) within ninety (90) days of the date of the order.
5. A vendor must file an invoice within one-hundred eighty (180) days of the date of service.
6. Currently, a request must be filed using the online portal for this program on the Origami/Risk system used by the DCRM.
7. Date received (State business day) is to be captured and used to establish a timeline for completion of a claim. There is currently no standard deadline for claims, but our aspirational deadline is ninety (90) days or less. We are typically processing claims and invoices within thirty (30) days.
8. TPA is not responsible for setting reserves on claims for this program. Currently, we estimate potential accrued liabilities for open invoices throughout the year.
9. TPA will operate and respond to inquiries via phone and email as agreed upon with the Department.
10. TPA will respond to all calls within twenty-four (24) hours from time of call.
11. TPA will keep track of calls and recordings of calls for review by the State.
12. TPA will keep notes of file activities and make them available to the State as requested.
13. TPA will review documentation provided by the facility including, but not limited to, the items required by a vendor to prove eligibility under the program. This typically includes a completed court order, proof of offense information if not clear the event is eligible based solely on the order's contents, and an executed Affidavit of Indigency signed by a judge indicating indigency status.
14. TPA will review documentation submitted with invoicing requests (itemized bill) and ensure that the vendor has not over-billed the State and has not duplicated charges from a prior billing cycle. Bills are generally sent monthly.
15. TPA will adhere to Key Performance Indicators ("KPI") outlined and help identify any useful in managing the claims processing that the State may find useful.
16. TPA and Department will agree on any required communications, reports, or routine notifications the Department requires to stay apprised of performance and this line of business. This may include weekly meetings to start, then later progressing to monthly meetings and reports. Monthly reports include, but are not limited to, number of claims opened, number of claims closed, average days to process claims, and payments made.
17. TPA is responsible for timely notification of a decision to a vendor.
18. TPA will be responsible for inquiries regarding a claim, a decision, a payment or filing instructions.
19. Claims in progress will be handled by the TPA on an agreed upon transition after execution of the contract.
20. The following will be addressed immediately after a TPA of record has executed a contract.
  - i. Transition plan, including customer training/awareness.
  - ii. Records requests.
  - iii. Reconsidering a claim.
  - iv. Document retention and handling of information stored by TPA but the property of the State relative to archiving.

**CONTRACT ATTACHMENT 5****TREASURY DEPARTMENT GIFTS AND SOLICITATION POLICY**

No employee or any member of a Board, Commission or Committee administratively attached to the Department shall solicit, accept or agree to accept, directly or indirectly, on behalf themselves or their immediate family, any gift in violation of state law including, but not limited to, any gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee rebate, money, any promise, obligation or contract for future awards or compensation or any other thing of monetary value, from any **individual** or **entity** that:

- Has, or is seeking to obtain, contractual or other business or financial relations with the Treasury Department or the Tennessee Consolidated Retirement System;
- Conducts operations or activities that are regulated by the Treasury Department;
- May bid on future procurement from the Department or a Board, Commission, or Committee administratively attached to the Department based on the employee's reasonable belief that the person or entity intends to submit a bid; or
- Has an interest that may be substantially affected by the performance or nonperformance of the employee's official duties.

Generally, gifts from a lobbyist or an employer of a lobbyist are prohibited; however, the following are exceptions to the general gift prohibition:

- A gift given for nonbusiness purpose and motivated by a close personal friendship and not by the position of the employee, and specifically authorized and defined by the Ethics Commission;
- Informational materials in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication;
- Sample merchandise, promotional items, and appreciation tokens if they are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;
- Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento, and similar items, provided that any such item shall not be in a form which can readily be converted to cash;
- Benefits resulting from business, employment, or other outside activities of the employee or the employee's immediate family, if such benefits are customarily provided to others in similar circumstances and are not enhanced due to the status of the employee;
- Opportunities and benefits made available to all members of an appropriate class of the general public, including but not limited to, discounts afforded to the general public or prizes and awards given out in public contests;
- Expenses of out-of-state travel, if such expenses are paid for or reimbursed by a governmental entity or an established and recognized organization of elected or appointed state government officials;
- Food, refreshments, amenities, goody bags, entertainment, or beverages provided as part of a meal, reception or similar event including tradeshow and professional meetings; and
- Food, refreshments, meals, foodstuffs, entertainment, beverages that are provided in connection with the following: an event where the employee is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization which regularly meets at in-state events in which invitations are extended to legislative or executive branch employees. The value of the items shall not exceed fifty dollars (\$50.00) per person, per day.\*

\* The amount may be increased to reflect the percentage of change in the average consumer price index. The Ethics Commission publishes the increased amount on its website.

For other gifts offered which are not included in the exceptions above, the employee must obtain the written approval of the Assistant Treasurer for Legal, Compliance, and Audit.

**CONTRACT ATTACHMENT 6****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON VENDOR IDENTIFICATION NUMBER:</b>	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

**BREAKDOWN OF TORT CLAIMS FOR 7/1/2016 – 6/30/2019 PERIOD**

**(See attached Excel Spreadsheet)**

**FIVE-YEAR TORT CLAIM VOLUME BY DEPARTMENT AND LOCATION**

**(See attached Excel Spreadsheet)**

**CLAIMS PROCESSING COMPLEXITY MATRIX (NON-TORT)**

**(See attached Excel Spreadsheet)**